

Exhibit A
Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: FIELDWOOD ENERGY LLC, et al., Debtors.¹	§ § § § § §	Chapter 11 Case No. 20-33948 (MI) (Jointly Administered)
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**JOINT CHAPTER 11 PLAN OF
FIELDWOOD ENERGY LLC AND ITS AFFILIATED DEBTORS**

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Dated: January 1, 2021
Houston, Texas

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Dynamic Offshore Resources NS, LLC (0158); Fieldwood Energy LLC (6778); Fieldwood Energy Inc. (4991); Fieldwood Energy Offshore LLC (4494); Fieldwood Onshore LLC (3489); Fieldwood SD Offshore LLC (8786); Fieldwood Offshore LLC (2930); FW GOM Pipeline, Inc. (8440); GOM Shelf LLC (8107); Bandon Oil and Gas GP, LLC (9172); Bandon Oil and Gas, LP (9266); Fieldwood Energy SP LLC (1971); Galveston Bay Pipeline LLC (5703); and Galveston Bay Processing LLC (0422). The Debtors' primary mailing address is 2000 W. Sam Houston Parkway S., Suite 1200, Houston, TX 77042.

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Each of Fieldwood Energy LLC; Fieldwood Energy Inc.; Dynamic Offshore Resources NS, LLC; Fieldwood Energy Offshore LLC; Fieldwood Onshore LLC; Fieldwood SD Offshore LLC; Fieldwood Offshore LLC; FW GOM Pipeline, Inc.; GOM Shelf LLC; Bandon Oil and Gas GP, LLC; Bandon Oil and Gas, LP; Fieldwood Energy SP LLC; Galveston Bay Pipeline LLC; and Galveston Bay Processing LLC (each, a “*Debtor*” and collectively, the “*Debtors*”) proposes the following joint chapter 11 plan of reorganization pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms shall have the respective meanings specified below:

363 Credit Bid Transaction means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement in accordance with Section 5.2(c) of this Plan.

Abandoned Properties means the Debtors’ rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties (as amended, supplemented, or otherwise modified from time to time).

Accepting Class means a class of Claims or Interests that votes to accept this Plan in accordance with section 1126 of the Bankruptcy Code.

Ad Hoc Group of Secured Lenders means the ad hoc group of holders of Prepetition FLTL Loans and Prepetition SLTL Loans that is represented by the Ad Hoc Group of Secured Lenders Advisors.

Ad Hoc Group of Secured Lenders Advisors means Davis Polk & Wardwell LLP, Haynes and Boone LLP, Gordon, Arata, Montgomery, Barnett, McCollam, Duplantis & Eagan, LLC, Rothschild & Co US Inc. and Intrepid Financial Partners, LLC and any local or foreign advisors.

Administrative Expense Claim means any Claim constituting a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under section 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code (other than DIP Claims), including (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services and payments for goods and other services and leased premises), and (b) Fee Claims.

Allowed means, with respect to any Claim against or Interest in a Debtor, (a) (i) that is timely filed by the bar dates established in the Chapter 11 Cases, or (ii) as to which there exists no requirement for the holder of a Claim to file such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order, (b) (i) that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and (ii) for which no contrary proof of claim has been timely filed, or (c) allowed under the Plan or by a Final Order (including the DIP Order). With respect to any Claim described in clause (a) above, such Claim will be considered allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the time period set forth in the Plan, and no request for estimation or other challenge, including pursuant to section 502(d) of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to an order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related thereto and such allowance is approved and authorized by the Bankruptcy Court; *provided, however*, that notwithstanding the foregoing, the Post-Effective Date Debtors shall retain all claims and defenses with respect to Allowed Claims that are reinstated or otherwise unimpaired pursuant to the Plan. If a Claim is Allowed only in part, any provisions hereunder with respect to Allowed Claims are applicable solely to the Allowed portion of such Claim. Notwithstanding the foregoing, unless expressly waived herein, the Allowed amount of Claims or Interests shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable.

Amended Organizational Documents means the certificates of incorporation, certificates of formation, bylaws, limited liability company agreements, stockholders agreement, and the operating agreements or other similar organizational or formation documents, as applicable, of the Post-Effective Date Debtors.

Apache means Apache Corporation.

Apache Definitive Documents has the meaning set forth in the Apache Implementation Agreement.

Apache Implementation Agreement means that certain Implementation Agreement, dated January 1, 2021, by and among Debtor Fieldwood Energy LLC and Debtor GOM Shelf LLC, on the one hand, and the Apache PSA Parties on the other hand, as may be amended, restated, or otherwise modified pursuant to the terms thereof; *provided* that such amendment, restatement, or other modification is reasonably acceptable to the Debtors, the Apache PSA Parties, the Required DIP Lenders and Requisite FLTL Lenders.

Apache PSA Parties means, collectively, Apache, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

Apache Term Sheet has the meaning set forth in the Restructuring Support Agreement.

Asset means all of the rights, title, and interests of a Debtor in and to property of whatever type or nature (including real, personal, mixed, intellectual, tangible, and intangible property).

Assumption Dispute means an unresolved objection regarding assumption or assumption and assignment of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code).

Avoidance Actions means all claims and causes of action that may be commenced by or on behalf of the Debtors pursuant to sections 544, 545, 547, 548, 549, 550 and 551 of the Bankruptcy Code or similar nonbankruptcy law, including similar or related state or federal statute and common law.

Backstop Commitment Letter means that certain backstop commitment letter, in form and substance acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders, to be entered into by and among Fieldwood Energy LLC, the Credit Bid Purchaser and the Backstop Parties, as may be amended, supplemented, or modified from time to time, pursuant to the terms thereof and consistent with the Restructuring Support Agreement, pursuant to which the Backstop Parties agreed to, among other things, backstop the Second Lien Exit Facility in accordance with the terms and conditions set forth therein.

Backstop Commitment Premium means a premium equal to 8% of maximum the principal amount of the Second Lien Exit Facility (*i.e.* \$185,000,000) payable to the Backstop Parties with the Backstop Commitment Premium Equity Interests as further set forth in the Backstop Commitment Letter.

Backstop Commitment Premium Equity Interests means an amount of New Equity Interests equal to the value of the Backstop Commitment Premium as further set forth in the Backstop Commitment Letter; *provided that* such New Equity Interests shall be (i) issued at a 30% discount to the equity value of NewCo on the Effective Date and (ii) subject to dilution by any New Equity Interests issued or issuable pursuant to the Management Incentive Plan.

Backstop Party has the meaning set forth in the Backstop Commitment Letter.

Bankruptcy Code means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time, as applicable to these Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the Supreme Court of the United States under section 2075 of title 28 of the

United States Code, as amended from time to time, applicable to the Chapter 11 Cases, and any local rules of the Bankruptcy Court.

Business Day means any day other than a Saturday, a Sunday or any other day on which banking institutions in New York, New York are authorized or required by law or executive order to close.

Cash means legal tender of the United States of America.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). For the avoidance of doubt, Cause of Action also includes (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (b) the right to object to Claims or Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code (including claims and causes of action arising under section 544, 545, 547, 548, 549, 550, and 551 of the Bankruptcy Code), (d) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer or preferential transfer claim.

Chapter 11 Case(s) means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

Claim means a "claim," as defined in section 101(5) of the Bankruptcy Code, against any Debtor.

Claims Reserve means one or more segregated accounts not subject to the Liens of the Prepetition Agents or DIP Agent, which shall be established on or immediately before the Effective Date and funded on the Effective Date with Cash to pay (or reserve for payment of) any (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax Claims, (iii) Allowed Other Priority Claims, (iv) Allowed Other Secured Claims, and (v) Cure Amounts; *provided, however*, that all Cash remaining in the Claims Reserve after payment of all relevant Allowed Claims and Cure Amounts in accordance with the terms of this Plan shall constitute Residual Distributable Value[; *provided further* that the funding of the Claims Reserve shall be consistent with the terms of the Backstop Commitment Letter].

Claims Reserve Amount means the aggregate amount of Cash, as determined by the Debtors with the consent of the Required DIP Lenders and Requisite FLTL Lenders, necessary to satisfy all (i) Allowed Administrative Expense Claims, (ii) Allowed Priority Tax

Claims, (iii) Allowed Other Priority Claims, (iv) Allowed Other Secured Claims, and (v) Cure Amounts, which aggregate amount shall be funded into the Claims Reserve on the Effective Date.

Class means any group of Claims or Interests classified under the Plan pursuant to section 1122 and 1123(a)(1) of the Bankruptcy Code.

Collateral means any Asset of an Estate that is subject to a Lien securing the payment or performance of a Claim, which Lien is not invalid, is properly perfected as of the Petition Date, and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law.

Confirmation Date means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order.

Confirmation Hearing means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court, in form and substance acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders, confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

Confirmation Outside Date means [●].

Consenting Creditors means the Prepetition FLTL Lenders, together with their respective successors and permitted assigns, and the Prepetition SLTL Lenders, together with their respective successors and permitted assigns, that are party to, or have executed a joinder to, the Restructuring Support Agreement.

Credit Bid Acquired Interests has the meaning ascribed to “Acquired Interests” set forth in the Credit Bid Purchase Agreement.

Credit Bid Amount means the Allowed FLTL Secured Claims that are exchanged with the Credit Bid Purchaser in the amount set forth in the Credit Bid Purchase Agreement and credit bid in connection with the Credit Bid Transaction. For the avoidance of doubt, the Credit Bid Amount may be up to the FLTL Claims Allowed Amount.

Credit Bid Assumed Liabilities has the meaning ascribed to “Assumed Liabilities” set forth in the Credit Bid Purchase Agreement.

Credit Bid Consent Rights means any right of consent, notice, and other similar rights, if any, that are applicable to the sale of the Credit Bid Acquired Interests in connection with the Credit Bid Purchase Agreement.

Credit Bid Permitted Encumbrances has the meaning ascribed to “Permitted Encumbrances” set forth in the Credit Bid Purchase Agreement.

Credit Bid Purchase Agreement means that certain Purchase and Sale Agreement, which shall be in form and substance acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders, by and between Fieldwood Energy LLC, the other seller parties, and the Credit Bid Purchaser, together with any and all related agreements, annexes, exhibits and schedules in connection therewith, as amended, supplemented or otherwise modified from time to time, a copy of which shall be filed in a supplement to the Disclosure Statement and included in the Plan Supplement.

Credit Bid Purchaser means [●], a newly formed special purpose bidding entity, as purchaser of certain of the Debtors' assets pursuant to and in accordance with the Credit Bid Purchase Agreement.

Credit Bid Preferential Purchase Rights has the meaning ascribed to "Preferential Right" set forth in the Credit Bid Purchase Agreement.

Credit Bid Transaction means the sale of the Credit Bid Acquired Interests to the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

Credit Bid Transaction Closing means "Closing" as defined in the Credit Bid Purchase Agreement.

Creditors' Committee means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code as it may be reconstituted from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the parties may agree or the Bankruptcy Court may order) necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease and (b) permit the Debtors to assume such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Notice means the notice of proposed Cure Amount to be paid in connection with an executory contract or unexpired lease of the Debtors that may be assumed or assumed and assigned under the Plan pursuant to section 365 of the Bankruptcy Code, which shall include (a) procedures for objecting to proposed assumptions or assumptions and assignments of executory contracts and unexpired leases, (b) any Cure Amount to be paid in connection therewith, and (c) procedures for resolution by the Bankruptcy Court of any related disputes.

D&O Policy means any insurance policy, including tail insurance policies, for directors', members', trustees', and officers' liability providing coverage to the Debtors and in effect or purchased as of the Petition Date.

Debtor(s) has the meaning set forth in the introductory paragraph of the Plan.

Debtor in Possession means, with respect to a Debtor, that Debtor in its capacity as a debtor in possession pursuant to sections 1101, 1107(a), and 1108 of the Bankruptcy Code.

Decommissioning Agreement means that Decommissioning Agreement, dated as of September 30, 2013, by and among the Apache PSA Parties, Fieldwood Energy LLC, and the other parties thereto.

Decommissioning Security has the meaning set forth in the Apache Implementation Agreement.

Definitive Documents has the meaning set forth in the Restructuring Support Agreement.

DIP Agent means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the DIP Facility Credit Agreement, its successors, assigns, or any replacement agent appointed pursuant to the terms of the DIP Facility Credit Agreement.

DIP Claim means any Claim held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Facility Credit Agreement or the DIP Order, including any and all fees, interests, and accrued but unpaid interest and fees arising under the DIP Facility Credit Agreement.

DIP Documents has the meaning set forth in the DIP Order.

DIP Facility means the postpetition senior secured debtor-in-possession term loan credit facility approved by the DIP Order.

DIP Facility Credit Agreement means the credit agreement governing the terms of the DIP Facility, dated as of August 24, 2020, by and among Fieldwood Energy LLC, as borrower, FWE Parent, as holdings, the DIP Agent, and the DIP Lenders, with any amendments, restatements, amendments and restatements, modifications or supplements thereto as permitted by the DIP Order.

DIP Lenders means the lenders from time to time party to the DIP Facility Credit Agreement.

DIP Order means the *Final Order (I) Authorizing Debtors (A) to Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Secured Parties Pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)* [Docket No. 346], authorizing the Debtors to enter into the DIP Facility Credit Agreement and access the DIP Facility, as may be amended, supplemented or modified from time to time.

Disclosure Statement means the disclosure statement in support of the Plan, in form and substance acceptable to the Debtors, the Required DIP Lenders, and Requisite FTL Lenders, which is prepared and distributed in accordance with sections 1125, 1126(b), or 1145 of the Bankruptcy Code, Bankruptcy Rules 3016 and 3018, or other applicable law, and all exhibits, schedules, supplements, modifications, amendments, annexes, and attachments to such disclosure statement.

Disputed means, with respect to a Claim, (a) any Claim, which Claim is disputed under this Plan (including pursuant to section 7.1 of this Plan) or otherwise or as to which the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order; (b) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of claim was not timely or properly filed; (c) any Claim that is listed in the Schedules, if any are filed, as unliquidated, contingent, disputed or undetermined, and as to which no request for payment or proof of claim has been filed; or (d) any Claim that is otherwise disputed by any of the Debtors or the Post-Effective Date Debtors in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors dispute only the amount of a Claim, such Claim shall be deemed Allowed in the amount the Debtors do not dispute, if any, and Disputed as to the balance of such Claim.

Distribution Date means the date or dates, including the Initial Distribution Date, as determined by the Plan Administrator in accordance with the terms of this Plan, on which the Plan Administrator makes a Distribution to holders of Allowed Claims.

Distribution Record Date means, except as otherwise provided in the Plan, the date that is two business days before the Effective Date or such other date as is designated by the Debtors with the consent of the Requisite FLTL Lenders and the Required DIP Lenders.

Divisive Merger means a divisive merger pursuant to Sections 10.001, 10.002, 10.008 and 10.302 of the Texas Business Organizations Code.

Effective Date means the date which is the first Business Day on which (a) all conditions to the effectiveness of the Plan set forth in Section 9.1 of the Plan have been satisfied or waived in accordance with the terms of the Plan, and (b) no stay of the Confirmation Order is in effect.

Entity means an “entity,” as defined in section 101(15) of the Bankruptcy Code.

Estate(s) means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Exculpated Parties means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Consenting Creditors, (f) the Prepetition Agents, (g) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (h) the Exit Facility Agents, (i) the Exit Facility Lenders, (j) the Backstop Parties and (k) with respect to each of the foregoing Persons in clauses (a) through (j), each of their current and former affiliates, and each such Entity’s and its current and former affiliates’ current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board

members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

Existing Equity Interests means shares of common stock of FWE Parent that existed immediately before the Effective Date.

Exit Facilities means the First Lien Exit Facility and the Second Lien Exit Facility.

Exit Facility Agents means the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent.

Exit Facility Documents means the First Lien Exit Facility Documents and the Second Lien Exit Facility Documents.

Exit Facility Lenders means the First Lien Exit Facility Lenders and the Second Lien Exit Facility Lenders.

Fee Claim means a Claim for professional services rendered or costs incurred on or after the Petition Date through the Effective Date by Professional Persons retained by an order of the Bankruptcy Court pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code in the Chapter 11 Cases.

Fieldwood U.A. Interests has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

Final Order means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed, stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

First Lien Exit Facility means the facility under the First Lien Exit Facility Credit Agreement.

First Lien Exit Facility Agent means the administrative agent under the First Lien Exit Facility Credit Agreement.

First Lien Exit Facility Credit Agreement means that certain credit agreement to be entered by the Credit Bid Purchaser, the First Lien Exit Facility Agent and the First Lien Exit Facility Lenders on the Effective Date that shall govern the First Lien Exit Facility which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the First Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

First Lien Exit Facility Documents means, collectively, the First Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be in form and substance acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders

First Lien Exit Facility Lenders means the lenders party to the First Lien Facility Credit Agreement.

First Lien Exit Facility Term Sheet means a term sheet to be filed in a supplement to the Disclosure Statement, as may be amended, supplemented or modified from time to time with the reasonable consent of the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

FLFO Claims means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLFO Credit Agreement.

FLFO Claims Allowed Amount means \$138,599,082.31 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLFO Credit Agreement as of the Petition Date.

FLFO Distribution means Cash in the amount of the FLFO Claims Allowed Amount.

FLTL Claims means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition FLTL Credit Agreement.

FLTL Claims Allowed Amount means \$1,142,688,815.28 in principal plus any accrued but unpaid interest or fees due under the Prepetition FLTL Credit Agreement as of the Petition Date.

FLTL Deficiency Claim means any FLTL Claim or portion thereof that is not Secured, if any, which, for the avoidance of doubt, shall constitute a General Unsecured Claim under Class 6.

FLTL Secured Claim means any FLTL Claim or portion thereof that is Secured.

FWE I means an entity formed on the Effective Date by Divisive Merger under the name Fieldwood Energy I LLC pursuant to the Plan of Merger.

FWE I LLC Agreement means the limited liability company agreement of FWE I, which shall be in substantially the form attached to the Apache Implementation Agreement.

FWE I Assets has the meaning set forth in the Plan of Merger.

FWE I Obligations has the meaning set forth in the Plan of Merger.

FWE I Sole Manager has the meaning ascribed to the term “Sole Manager” in the FWE I LLC Agreement, and shall include the sole manager appointed to FWE I upon the Effective Date and any successor thereto.

FWE III means the surviving entity under the name Fieldwood Energy III LLC following the Divisive Merger pursuant to the Plan of Merger.

FWE III LLC Agreement means the limited liability company agreement of FWE III, a form of which shall be included in the Plan Supplement.

FWE III Assets has the meaning set forth in the Plan of Merger.

FWE III Obligations has the meaning set forth in the Plan of Merger.

FWE Assets means, collectively, the FWE I Assets and FWE III Assets.

FWE Parent means Debtor Fieldwood Energy Inc.

General Unsecured Claim means any Claim (including any FLTL Deficiency Claim) against a Debtor, other than a DIP Claim, Administrative Expense Claim (including a Fee Claim), FLFO Claim, FLTL Secured Claim, Other Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, SLTL Claim, Subordinated Securities Claim, or Intercompany Claim that is not entitled to priority under the Bankruptcy Code or any Final Order of the Bankruptcy Court.

General Unsecured Claim Cash Pool means Cash in the amount of \$5,000,000 for purposes of making distributions to holders of Allowed FLTL Deficiency Claims, Allowed SLTL Claims, or Allowed General Unsecured Claims in accordance with Section 4.5 and Section 4.6 of this Plan.

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

Indemnification Obligation means any existing or future obligation of any Debtor to indemnify current and former directors, officers, members, managers, agents or

employees of any of the Debtors who served in such capacity, with respect to or based upon such service or any act or omission taken or not taken in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors' respective memoranda, articles or certificates of incorporation, corporate charters, bylaws, operating agreements, limited liability company agreements, or similar corporate or organizational documents or other applicable contract or law in effect as of the Effective Date.

Initial Distribution means the first Distribution that the Plan Administrator makes to holders of Allowed Claims.

Initial Distribution Date means the date on which the Plan Administrator shall make the Initial Distribution, which shall not be less than five Business Days after the Effective Date.

Intercompany Claim means any Claim against a Debtor held by another Debtor.

Intercompany Interest means an Interest in a Debtor other than any Existing Equity Interest.

Interest means any common stock, limited liability company interest, equity security (as defined in section 101(16) of the Bankruptcy Code), equity, ownership, profit interests, unit, or share in any Debtor (including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in such Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferable, preferred, common, voting, or denominated "stock" or a similar security.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Management Incentive Plan means the post-Effective Date management incentive plan of NewCo which shall provide for [up to] 10% of New Equity Interests on a fully diluted basis or other equity or similar interests in NewCo to be reserved for directors, managers, officers, and employees of NewCo or a subsidiary of NewCo (including the Credit Bid Purchaser) to be distributed on terms to be determined by the board of directors of NewCo.

New Equity Interests means the equity interests of NewCo. to be issued (i) on the Effective Date, (ii) upon exercise of the New Money Warrants, (iii) under the Management Incentive Plan, or (iv) on or after the Effective Date as otherwise permitted pursuant to the NewCo Organizational Documents.

New Intercreditor Agreement means that certain Intercreditor Agreement, to be dated as of the Effective Date, by and among the Exit First Lien Facility Agent and the Exit Second Lien Facility Agent and the Credit Bid Purchaser, the form of which shall be contained in the Plan Supplement and acceptable to the Debtors, the Requisite FLFO Lenders, the Required DIP Lenders, and the Requisite FLTL Lenders.

NewCo means [•], which is the direct or indirect owner of 100% of the equity interests of the Credit Bid Purchaser.

NewCo Organizational Documents means the form of certificate of formation, limited liability company agreement, agreement of limited partnership, articles of incorporation, bylaws, trust agreements, or such other applicable formation documents of the NewCo and any of its subsidiaries, including any shareholders' or stockholders' agreement, which shall be acceptable to the Debtors, the Requisite FLTL Lenders, and the Required DIP Lenders.

New Money Consideration means, in the aggregate, the amount of Cash provided to the Debtors by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement.

New Money Investment means the investment of up to \$85 million in Cash into Credit Bid Purchaser by the New Money Second Lien Exit Facility Lenders in connection with, and upon consummation of, the Second Lien Exit Facility, subject to the terms of the Backstop Commitment Letter.

New Money Second Lien Exit Facility Lenders means the lenders party to the Second Lien Exit Facility Credit Agreement participating in the New Money Investment.

New Money Warrant Agreement means a warrant agreement to be entered into by and among NewCo and the warrant agent named therein that shall govern the terms of the New Money Warrants, the form of which shall be acceptable to the Debtors, Required DIP Lenders and Requisite FLTL Lenders.

New Money Warrants means 7-year warrants for up to 24% of the New Equity Interests (calculated on a fully diluted basis giving effect to the New Equity Interests to be issued pursuant to Section 4.4 of this Plan, the Backstop Commitment Premium Equity Interests, and the New Equity Interests issuable upon exercise of the New Money Warrants, but excluding the effect of any New Equity Interest issued or issuable pursuant to the Management Incentive Plan), with a strike price of \$0.01, the terms of which shall be set forth in the New Money Warrant Agreement and which shall be issued and allocated in a manner consistent with the Backstop Commitment Letter.

Other Secured Claim means any Secured Claim against a Debtor other than a Priority Tax Claim, FLFO Claim, FLTL Claim, and SLTL Claim.

Person means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, governmental unit (as defined in section 101(27) of the Bankruptcy Code), or other Entity.

Petition Date means, with respect to a Debtor, the date on which such Debtor commenced its Chapter 11 Case.

Plan means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as may be amended, supplemented or modified from time to time in accordance with the Bankruptcy Code and the terms hereof.

Plan Administrator means the person or entity selected by the Debtors charged with overseeing the tasks outlined in Section 5.8 of this Plan, or any successor thereto. The identity of the Plan Administrator shall be disclosed to the Bankruptcy Court before the Confirmation Hearing.

Plan Administrator Agreement means an agreement setting forth the economic arrangement and terms pursuant to which the Plan Administrator will perform its duties under this Plan.

Plan Administrator Expense Reserve means a segregated account not subject to the Liens of the Prepetition Agents or DIP Agent established by the Plan Administrator in accordance with Section 5.14 of this Plan.

Plan Administrator Expense Reserve Amount means Cash in an amount to be determined by the Debtors with the consent of the Required DIP Lenders and Requisite FLTL Lenders to be funded into the Plan Administrator Expense Reserve on the Effective Date; *provided, however*, that such amount shall be no less than \$[●] plus any amounts estimated to be owed after the Effective Date pursuant to Sections 2.4 (Fees and Expenses under DIP Order) and 2.6 (Restructuring Expenses) of this Plan.

Plan Distribution means any initial or periodic payment or transfer of consideration to holders of Allowed Claims made under the Plan.

Plan of Merger means that certain Agreement and Plan of Merger, which shall be in substantially the form attached to the Apache Implementation Agreement.

Plan of Merger Consent Rights means any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of assets in connection with the Plan of Merger.

Plan of Merger Preferential Purchase Rights means any preferential right to purchase, right of first refusal, right of first offer, drag-along rights, tag-along rights, and similar right the operation of which is triggered by the vesting of the FWE Assets in connection with the Plan of Merger.

Plan Supplement means a supplement or supplements to the Plan containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, which shall include: (a) the Amended Organizational Documents (if any), (b) information regarding the sole manager and independent director to be appointed at FWE I to the extent known and determined and other information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code, (c) a schedule of retained Causes of Action, (d) the Schedule of Assumed Contracts, (e) the Plan Administrator Agreement; (f) the Credit Bid Purchase Agreement; (g) the NewCo Organizational Documents; (h) the Apache Definitive Documents; (i) the First Lien Exit Facility Agreement; (j) the Second Lien Exit Facility Agreement; (k) the New Intercreditor Agreement, (l) the New Money Warrant Agreements; (m) the Management Incentive Plan; and (n) the Restructuring Steps Memorandum; *provided, however*, that the Debtors shall have the right to amend documents contained in, and

exhibits thereto, the Plan Supplement in accordance with the terms of this Plan and the Restructuring Support Agreement (including the consent rights set forth therein).

Post-Effective Date Debtors means the Debtors, as reorganized as of the Effective Date in accordance with this Plan, including FWE III. For the avoidance of doubt, the Post-Effective Date Debtors does not include NewCo or its subsidiaries (including the Credit Bid Purchaser), or FWE I.

Post-Effective Date FWE Parent means FWE Parent, as reorganized on the Effective Date in accordance with this Plan.

Prepetition Agents means, collectively, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, and the Prepetition SLTL Agent.

Prepetition FLFO Administrative Agent means Goldman Sachs Bank USA, solely in its capacity as administrative agent under the Prepetition FLFO Credit Agreement.

Prepetition FLFO Collateral Agent means Cantor Fitzgerald Securities, solely in its capacity as collateral agent under the Prepetition FLFO Credit Agreement.

Prepetition FLFO Credit Agreement means that certain *Second Amended and Restated Credit Agreement- First Out*, dated as of June 28, 2019, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, and the Prepetition FLFO Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

Prepetition FLFO Lenders means the Lenders (as defined in the Prepetition FLFO Credit Agreement) holding Prepetition FLFO Loans immediately before the Effective Date.

Prepetition FLFO Loans means the Loans (under and as defined in the Prepetition FLFO Credit Agreement) outstanding immediately before the Effective Date.

Prepetition FLTL Administrative Agent means Cantor Fitzgerald Securities, solely in its capacity as administrative agent and collateral agent under the Prepetition FLTL Credit Agreement.

Prepetition FLTL Credit Agreement means that certain *Amended and Restated First Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition FLTL Administrative Agent, and the Prepetition FLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

Prepetition FLTL Lenders means the Lenders (as defined in the Prepetition FLTL Credit Agreement) holding Prepetition FLTL Loans immediately before the Effective Date.

Prepetition FLTL Loans means the Loans (under and as defined in the Prepetition FLTL Credit Agreement) outstanding immediately before the Effective Date.

Prepetition SLTL Administrative Agent means Cortland Capital Market Services LLC, solely in its capacity as administrative agent and collateral agent under the Prepetition SLTL Credit Agreement.

Prepetition SLTL Credit Agreement means that certain *Amended and Restated Second Lien Term Loan Agreement*, dated as of April 11, 2018, by and among Fieldwood Energy LLC, as borrower, Fieldwood Energy Inc., as holdings, the Prepetition SLTL Administrative Agent, and the Prepetition SLTL Lenders, and the other parties thereto, as in effect immediately before the Effective Date.

Prepetition SLTL Lenders means the Lenders (as defined in the Prepetition SLTL Credit Agreement) holding Prepetition SLTL Loans immediately before the Effective Date.

Prepetition SLTL Loans means the Loans (under and as defined in the Prepetition SLTL Credit Agreement) outstanding immediately before the Effective Date.

Priority Non-Tax Claim means any Claim other than an Administrative Expense Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Priority Tax Claim means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata Share means the proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of all Allowed Claims or Interests in that Class.

Professional Person(s) means any Person retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Professional Fee Escrow means an escrow account established and funded pursuant to section 2.2 of the Plan.

Professional Fee Escrow Amount means the aggregate unpaid Fee Claims through the Effective Date as estimated in accordance with section 2.2 of the Plan.

Released Parties means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Consenting Creditors, (e) the Prepetition Agents, (f) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (g) the Exit Facility Agents, (h) the Exit Facility Lenders, (i) the Backstop Parties, (j) the Apache PSA Parties, (k) with respect to each of the foregoing Persons in clauses (a) through (j), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless

of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

Releasing Parties means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

Required DIP Lenders has the meaning set forth in the Restructuring Support Agreement.

Requisite FLFO Lenders means, as of the date of determination, Prepetition FLFO Lenders holding at least a majority of the outstanding Prepetition FLFO Loans (inclusive of validly executed but unsettled trades) held by the Prepetition FLFO Lenders as of such date.

Requisite FLTL Lenders has the meaning set forth in the Restructuring Support Agreement.

Residual Distributable Value means any distributable value of the Single Share of Post-Effective Date FWE Parent held by the Plan Administrator (a) after satisfaction of Allowed Administrative Expense Claims, Allowed Other Secured Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, all Cure Amounts and (b) after satisfaction of all fees, expenses, costs and other amounts pursuant to the Plan and incurred by the Post-Effective Date Debtors in connection with post-Effective Date operations and wind-down.

Restructuring means the restructuring of the Debtors, the principal terms of which are set forth in this Plan and the Plan Supplement.

Restructuring Expenses means the reasonable and documented fees and expenses incurred by the Ad Hoc Group of Secured Lenders in connection with the Chapter 11 Cases, including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors, payable in accordance with the terms of any applicable agreements, engagement letters or fee letters executed with such parties or pursuant to the terms of the DIP Order and without the requirement for the filing of retention applications, fee applications, or any other application in the Chapter 11 Cases, which shall not be subject to any offset, defense, counterclaim, reduction, or creditor

credit and, to the extent incurred prior to the Effective Date, shall be Allowed as Administrative Expense Claims upon incurrence.

Restructuring Steps Memorandum means the summary of transaction steps to complete the restructuring contemplated by the Plan, which shall be in the Plan Supplement.

Restructuring Support Agreement means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Debtor Fieldwood Energy LLC, certain of its affiliates specified therein, the Consenting Creditors, and Apache, as the same may be amended, restated, or otherwise modified in accordance with its terms.

Restructuring Transactions means one or more transactions pursuant to section 1123(a)(5) of the Bankruptcy Code to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the Credit Bid Transaction, including (a) the consummation of the transactions provided for under or contemplated by the Plan and any mergers, divisive mergers, amalgamations, consolidations, arrangements, continuances, transfers, conversions, sales, dispositions, or other corporate transactions necessary or appropriate to implement the Plan, (b) the execution and delivery of appropriate agreements or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Credit Bid Transaction and that satisfy the requirements of applicable law, (c) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, and (d) all other actions that the Debtors, the Post-Effective Date Debtors or NewCo (or any of its subsidiaries, including the Credit Bid Purchaser), as applicable, determine are necessary or appropriate and consistent with the Plan or the Credit Bid Transaction. For the avoidance of doubt, Restructuring Transactions includes the Credit Bid Transaction and the Divisive Merger effectuated pursuant to the Plan of Merger.

Schedule of Abandoned Properties means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements to be abandoned pursuant to Section 5.12 of this Plan, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of Assumed Contracts means the schedule of executory contracts and unexpired leases to be assumed by the Debtors pursuant to this Plan, if any, as the same may be amended, modified, or supplemented from time to time.

Schedule of FWE I Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that shall constitute FWE I Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of FWE III Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and

gas leases that shall constitute FWE III Assets, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedule of Purchased Oil & Gas Lease Interests means a schedule (as may be amended, modified, or supplemented from time to time) of the Debtors' interests in the oil and gas leases that will be acquired by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement, a copy of which shall be filed with the Disclosure Statement and included in the Plan Supplement.

Schedules means any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

Second Lien Exit Facility means the facility under the Second Lien Exit Facility Credit Agreement.

Second Lien Exit Facility Agent means the administrative agent under the Second Lien Exit Facility Credit Agreement.

Second Lien Exit Facility Credit Agreement means that certain credit agreement to be entered by the Credit Bid Purchaser, the Second Lien Exit Facility Agent and the Second Lien Exit Facility Lenders on the Effective Date that shall govern the Second Lien Exit Facility, which shall reflect and contain terms, conditions, representations, warranties, and covenants consistent with the Second Lien Exit Facility Term Sheet and otherwise be in form and substance acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

Second Lien Exit Facility Documents means, collectively, the Second Lien Exit Facility Credit Agreement, and any and all other agreements, documents, and instruments delivered or to be entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, the terms of which documents shall be acceptable to the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders.

Second Lien Exit Facility Lenders means the lenders party to the Second Lien Exit Facility Credit Agreement.

Second Lien Exit Facility Term Sheet means the term sheet filed with the Disclosure Statement, as may be amended from time to time with the consent of the Required DIP Lenders and Requisite FLTL Lenders.

Secured means, when referring to a Claim: (a) secured by a Lien on property of a Debtor's Estate, the amount of which is equal to or less than the value of such property as (i) set forth in the Plan, (ii) agreed to by the holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

Security means any “security” as such term is defined in section 101(49) of the Bankruptcy Code.

SLTL Claims means all Claims, other than Claims subject to subordination in accordance with section 510(b) of the Bankruptcy Code, arising from or based upon the Prepetition SLTL Credit Agreement.

SLTL Claims Allowed Amount means \$517,500,000.00 in principal, plus any accrued but unpaid interest or fees due under the Prepetition SLTL Credit Agreement as of the Petition Date.

Standby Loan Agreement has the meaning set forth in the Apache Implementation Agreement.

Standby Credit Facility Documents has the meaning set forth in the Apache Implementation Agreement.

Statutory Fees means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

Subordinated Securities Claim means a Claim that is subject to subordination in accordance with sections 510(b) of the Bankruptcy Code or otherwise.

Tax Code means the Internal Revenue Code of 1986, as amended from time to time.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of sections 1123(a)(4) and 1124(2) of the Bankruptcy Code.

U.S. Trustee means the United States Trustee for Region 7.

Voting Deadline means March 9, 2021 at 4:00 p.m. (Prevailing Central Time), or such date and time as may set by the Bankruptcy Court.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in or exhibit to the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in the Plan,” “of the Plan,” “to the Plan,” and “under the Plan,” respectively. The words “includes” and “including” are not limiting. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) any reference herein to a contract,

lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (d) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

1.3 Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 Controlling Document.

In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between the Plan and the Backstop Commitment Letter, the Backstop Commitment Letter shall control. The provisions of the Plan, the Backstop Commitment Letter, and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of the Plan, the Backstop Commitment Letter, and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern.

1.5 Certain Consent Rights

Notwithstanding anything herein to the contrary, and without limiting the Debtors' fiduciary duties, any and all consent rights of any party set forth in the Restructuring Support Agreement with respect to the form and substance of this Plan, the Plan Supplement, any supplement to the Disclosure Statement, any other Definitive Documents and any agreements or documents referenced in this Plan or the Plan Supplement, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms.

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FEE CLAIMS, DIP CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 Treatment of Administrative Expense Claims.

On (or as soon thereafter as is reasonably practicable) the later of (a) the Effective Date and (b) the first Business Day after the date that is thirty (30) calendar days after the date each Administrative Expense Claim becomes an Allowed Administrative Expense Claim, each

holder of an Allowed Administrative Expense Claim (other than a Fee Claim) shall receive in full and final satisfaction of such Claim, either (x) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (y) such other treatment as to which the Debtors, the Post-Effective Date Debtors, or NewCo and its subsidiaries (including the Credit Bid Purchaser), as applicable, and the holder of such Allowed Administrative Expense Claim will have agreed upon in writing; *provided*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Administrative Expense Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

2.2 Treatment of Fee Claims.

(a) Final Fee Applications. All final requests for the allowance and payment of Fee Claims shall be filed no later than 45 days after the Effective Date unless such date is extended by order of the Bankruptcy Court.

(b) Professional Fee Escrow Amount. All Professional Persons shall estimate in good faith their unpaid Fee Claims before and as of the Effective Date and shall deliver such estimate to the Debtors at least three (3) calendar days before the Effective Date; *provided, however*, that such estimate shall not limit or be deemed to limit the amount of the fees and expenses that are the subject of the Professional Person's final request for payment of Fee Claims. If a Professional Person does not provide such estimate, the Debtors and Post-Effective Date Debtors may estimate the unbilled fees and expenses of such Professional Person; *provided, however*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses incurred by, or payable to, such Professional Person. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount.

(c) Professional Fee Escrow. If the Professional Fee Escrow Amount is greater than zero, then as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors will establish and fund the Professional Fee Escrow with cash equal to the Professional Fee Escrow Amount and no Liens, Claims, or interests will encumber the Professional Fee Escrow in any way. The Professional Fee Escrow (including funds held in the Professional Fee Escrow) will (i) not be and will not be deemed to be property of the Debtors or the Post-Effective Date Debtors and (ii) will be held in trust for the Professional Persons; *provided, however*, that funds remaining in the Professional Fee Escrow after all Allowed Fee Claims have been irrevocably paid in full will revert to the Post-Effective Date Debtors. Allowed Fee Claims will be paid in cash to such Professional Persons from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by an order of the Bankruptcy Court; *provided, however*, that the Debtors' obligations

with respect to Fee Claims will not be limited nor deemed to be limited in any way to the balance of funds held in the Professional Fee Escrow.

If the amount of funds in the Professional Fee Escrow is insufficient to fund payment in full of all Allowed Fee Claims and any other Allowed amounts owed to Professional Persons, the deficiency will be promptly funded to the Professional Fee Escrow from the Debtors' estates and/or by Post-Effective Date Debtors without any further action or order of the Bankruptcy Court.

(d) Post-Effective Date Fees and Expenses. On and after the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will pay in cash in the ordinary course of business and without any further action or order of the Bankruptcy Court, the reasonable legal, professional, or other fees and expenses that are (i) related to implementation of the Plan and (ii) incurred by the Debtors or Post-Effective Date Debtors, as applicable, on and after the Effective Date.

On the Effective Date, any requirement that Professional Persons comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services provided after such date shall terminate, and the Debtors or Post-Effective Date Debtors may employ and pay any post-Effective Date fees and expenses of any Professional Person without any further notice to or action, order, or approval of the Bankruptcy Court.

2.3 Treatment of DIP Claims.

As of the Effective Date, the DIP Claims shall be Allowed in the full amount outstanding under the DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder. In full and final satisfaction, settlement, release, and discharge of each Allowed DIP Claim, on the Effective Date, each holder of such Allowed DIP Claim shall receive either (a) payment in full in Cash or (b) such other treatment as to which the Debtors or the Post-Effective Date Debtors, as applicable, and the holder of such Allowed DIP Claims will have agreed upon in writing. On the Effective Date, all Liens granted to secure the Allowed DIP Claims shall be terminated and of no further force and effect.

2.4 Payment of Fees and Expenses Under DIP Order.

On the later of (a) the Effective Date and (b) the date on which such fees, expenses, or disbursements would be required to be paid under the terms of the DIP Order, the Debtors or the Post-Effective Date Debtors (as applicable) shall pay all fees, expenses, and disbursements of the DIP Agent and DIP Lenders, in each case that have accrued and are unpaid as of the Effective Date and are required to be paid under or pursuant to the DIP Order. After the Effective Date, the Post-Effective Date Debtors shall continue to reimburse the DIP Agent and the DIP Lenders for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agent and the DIP Lenders after the Effective Date in accordance with the terms of the DIP Documents. The Post-Effective Date Debtors shall pay all of the amounts that may become payable to the DIP Agent or any of the DIP Lenders in accordance with the terms of the DIP Documents and the DIP Order.

2.5 Treatment of Priority Tax Claims.

On the Effective Date or as soon thereafter as is reasonably practicable (but in no event later than 30 days after the Effective Date), each holder of an Allowed Priority Tax Claim shall receive in full and final satisfaction of such Claim, either (a) Cash in an amount equal to the Allowed amount of such Claim or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code or (b) or such other treatment as to which the Debtors, the Post-Effective Date Debtors or NewCo and its subsidiaries (including the Credit Bid Purchaser) as applicable, and the holder of such Allowed Priority Tax Claim will have agreed upon in writing; *provided*, that Allowed Priority Tax Claims representing liabilities incurred in the ordinary course of business by the Debtors, as Debtors in Possession, shall be paid by the Debtors or the Post-Effective Date Debtors, as applicable, in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents establishing, such liabilities; *provided, further*, that any Allowed Priority Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

2.6 Restructuring Expenses

On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay in full in Cash (to the extent not previously paid during the course of the Chapter 11 Cases) all outstanding Restructuring Expenses billed through the Effective Date, in accordance with the terms of the applicable orders, engagement letters, or other applicable contractual arrangements. All parties entitled to payment pursuant to this Section 2.6 shall estimate their accrued Restructuring Expenses before and as of the Effective Date and shall deliver such estimates to the Debtors at least three Business Days before the Effective Date; *provided*, that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such parties. On the Effective Date, final invoices for all Restructuring Expenses incurred before and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Post-Effective Date Debtors (as applicable) shall continue to pay post-Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided, however*, that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled before the Effective Date.

3.2 Formation of Debtor Groups for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment under the Plan, confirmation of the Plan, and making Plan Distributions in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger of consolidation of any legal entities, or cause the transfer of any Assets; and, except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

3.3 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are: (a) Impaired and Unimpaired under the Plan; (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code; and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each Debtor.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
Class 1	Other Secured Claims	Unimpaired	No (Presumed to accept)
Class 2	Priority Non-Tax Claims	Unimpaired	No (Presumed to accept)
Class 3	FLFO Claims	Unimpaired	No (Presumed to accept)
Class 4	FLTL Secured Claims	Impaired	Yes
Class 5	SLTL Claims	Impaired	Yes
Class 6	General Unsecured Claims	Impaired	Yes
Class 7	Intercompany Claims	Unimpaired	No (Presumed to accept)
Class 8	Subordinated Securities Claims	Impaired	No (Deemed to reject)
Class 9	Intercompany Interests	Unimpaired	No (Presumed to accept)
Class 10	Existing Equity Interests	Impaired	No (Deemed to reject)

3.4 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.5 Separate Classification of Other Secured Claims.

Although all Other Secured Claims have been placed in one Class for purposes of nomenclature within the Plan, each Other Secured Claim, to the extent secured by a Lien on Collateral different from the Collateral securing a different Other Secured Claim, shall be treated

as being in a separate sub-Class for the purposes of voting to accept or reject the Plan and receiving Plan Distributions.

3.6 Elimination of Vacant Classes.

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes that votes on the Plan shall be considered vacant, deemed eliminated from the Plan for purposes of voting to accept or reject the Plan, and disregarded for purposes of determining whether the Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

3.7 Voting Classes; Presumed Acceptance by Non-Voting Classes.

With respect to each Debtor, if a Class contained Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the holders of such Claims in such Class.

3.8 Voting; Presumptions; Solicitation.

(a) **Acceptance by Certain Impaired Classes.** Only holders of Allowed Claims in Classes 4, 5, and 6 are entitled to vote to accept or reject the Plan. An Impaired Class of Claims shall have accepted the Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims actually voting in such Class have voted to accept the Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims actually voting in such Class have voted to accept the Plan.

(b) **Presumed Acceptance by Unimpaired Classes.** Holders of Claims and Interests in Classes 1, 2, 3, 7 and 9 are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

(c) **Deemed Rejection by Certain Impaired Classes.** Holders of Claims in Class 8 and Class 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

3.9 Cramdown.

If any Class is deemed to reject the Plan or is entitled to vote on the Plan and does not vote to accept the Plan, the Debtors may (a) seek confirmation of the Plan under section 1129(b) of the Bankruptcy Code or (b) amend or modify the Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any class of Claims or Interests, are impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.10 No Waiver.

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Class 1: Other Secured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtors or the Post-Effective Date Debtors, such holder shall receive either (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter or (ii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired; *provided*, that any Allowed Other Secured Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Other Secured Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Other Secured Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Other Secured Claims.

4.2 Class 2: Priority Non-Tax Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment, in full and final satisfaction of such Allowed Priority Non-Tax Claim, each holder of an Allowed Priority Non-Tax Claim shall, at the option of the Debtors or the Post-Effective Date Debtors (i) be paid in full in Cash or (ii) otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code, payable on the later of the Effective Date and the date that is ten (10) Business Days after the date on which such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, in each case, or as soon as reasonably practicable thereafter; *provided*, that any Allowed Priority Non-Tax Claim assumed by the Credit Bid Purchaser pursuant to the Credit Bid Purchase Agreement shall be solely an obligation of the Credit Bid Purchaser and the holder of such assumed Claim shall have no recourse to or Claim against the Debtors or Post-Effective Date Debtors or their assets and properties.

(b) **Impairment and Voting:** Allowed Priority Non-Tax Claims are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Priority Non-Tax Claims are conclusively presumed to accept the Plan and are not entitled to

vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Priority Non-Tax Claims.

4.3 Class 3: FLFO Claims.²

(a) **Treatment:** Except to the extent that a holder of an Allowed FLFO Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of such Allowed FLFO Claim, each holder of an Allowed FLFO Claim shall receive its Pro Rata Share of the FLFO Distribution.

(b) **Impairment and Voting:** FLFO Claims are Unimpaired. Holders of Allowed FLFO Claims are not entitled to vote on the Plan.

(c) **Allowance:** The FLFO Claims shall be deemed Allowed on the Effective Date in the FLFO Claims Allowed Amount.

4.4 Class 4: FLTL Secured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed FLTL Secured Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed FLTL Secured Claim, each holder of an Allowed FLTL Secured Claim shall receive: its Pro Rata Share of 100% of the New Equity Interests, subject to dilution by (i) the Backstop Commitment Equity Premium Interests, (ii) the New Equity Interests issued upon the exercise of the New Money Warrants and (iii) by any New Equity Interests issued pursuant to the Management Incentive Plan.

(b) **Impairment and Voting:** FLTL Secured Claims are Impaired. Holders of Allowed FLTL Secured Claims are entitled to vote on the Plan.

(c) **Allowance:** The FLTL Secured Claims shall be deemed Allowed on the Effective Date in the aggregate amount of the Credit Bid Amount.

4.5 Class 5: SLTL Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed SLTL Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed SLTL Claim, each holder of an Allowed SLTL Claim shall receive, up to the full amount of such holder's Allowed SLTL Claim its Pro Rata Share of the General Unsecured Claims Cash Pool (along with Class 6).

² As of the date hereof, the Prepetition FLFO Administrative Agent and the Prepetition FLFO Lenders have not accepted or agreed to the terms or provisions of this Plan or any transaction contemplated by this Plan. All of the Prepetition FLFO Administrative Agent's and the Prepetition FLFO Lenders' claims, rights, and remedies are reserved for all purposes, including the right to obtain treatment and transaction structure different than as set forth in the Plan. The filing of this Plan by the Debtors does not and shall not constitute or imply the Prepetition FLFO Administrative Agent's or the Prepetition FLFO Lenders' consent to any term or provision of this Plan. For the avoidance of doubt, the filing of this Plan does not in any way affect the ongoing consent rights of the DIP Lenders and the Consenting FLTL Lenders under the Restructuring Support Agreement.

(b) **Impairment and Voting:** Allowed SLTL Claims are Impaired. Holders of Allowed SLTL Claims are entitled to vote on the Plan.

(c) **Allowance:** The SLTL Claims shall be deemed Allowed on the Effective Date in the SLTL Claims Allowed Amount.

4.6 Class 6: General Unsecured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction of and in exchange for such Allowed General Unsecured Claim, each holder of an Allowed General Unsecured Claim shall receive, up to the full amount of such holder's Allowed General Unsecured Claim:

- (i) its Pro Rata Share of the General Unsecured Claims Cash Pool (along with Class 5); and
- (ii) its Pro Rata Share of the Residual Distributable Value.

(b) **Impairment and Voting:** Allowed General Unsecured Claims are Impaired. Holders of Allowed General Unsecured Claims are entitled to vote on the Plan.

4.7 Class 7: Intercompany Claims.

(a) **Treatment:** On or after the Effective Date, all Intercompany Claims shall be adjusted, reinstated, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** All Allowed Intercompany Claims are deemed Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Claims are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Claims.

4.8 Class 8: Subordinated Securities Claims.

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Allowed Subordinated Securities Claims are Impaired. In accordance with section 1126(g) of the Bankruptcy Code, holders of Subordinated Securities Claims are conclusively presumed to reject the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to Subordinated Securities Claims.

4.9 Class 9: Intercompany Interests.

(a) **Treatment:** On the Effective Date, all Intercompany Interests, in the Debtors' or the Post-Effective Date Debtors' discretion, shall be adjusted, reinstated, cancelled, or discharged in the Debtors' or Post-Effective Date Debtors' discretion.

(b) **Impairment and Voting:** Intercompany Interests are Unimpaired. In accordance with section 1126(f) of the Bankruptcy Code, the holders of Allowed Intercompany Interests are conclusively presumed to accept the Plan and are not entitled to vote to accept or reject the Plan, and the votes of such holders shall not be solicited with respect to such Allowed Intercompany Interests.

4.10 Class 10: Existing Equity Interests.

(a) **Treatment:** On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect.

(b) **Impairment and Voting:** Allowed Existing Equity Interests are Impaired. Holders of Existing Equity Interests are not entitled to vote on the Plan.

4.11 Treatment of Vacant Classes.

Any Claim or Interest in a Class that is considered vacant under Section 3.6 of the Plan shall receive no Plan Distribution.

ARTICLE V. MEANS FOR IMPLEMENTATION.

5.1 Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made on account of such Allowed Claim or Allowed Interest. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Allowed Claims, Allowed Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Allowed Claims and Allowed Interests, and is fair, equitable, and reasonable.

5.2 Credit Bid Transaction; Confirmation Outside Date.

(a) If the Confirmation Date occurs on or before the Confirmation Outside Date or the Debtors, the Required DIP Lenders, and Requisite FLTL Lenders do not otherwise elect to pursue a 363 Credit Bid Transaction pursuant to Section 5.2(c) of the Plan, then, on the

Effective Date, pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code, in accordance with the Credit Bid Purchase Agreement, subject to the satisfaction or waiver of all applicable closing conditions under the Credit Bid Purchase Agreement, (i) all Credit Bid Acquired Interests shall be transferred to, and the Credit Bid Acquired Interests owned by the Debtors shall vest free and clear of all Liens³ (other than Credit Bid Permitted Encumbrances (except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens)), Claims, charges, Interests, or other encumbrances, including the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights, and (ii) all Credit Bid Assumed Liabilities shall be assumed by the Credit Bid Purchaser.

(b) In the event that the transaction pursuant to Section 5.2(a) of the Plan is consummated and in the event of any conflict whatsoever between the terms of the Plan and the Credit Bid Purchase Agreement with respect to the Credit Bid Transaction, the terms of the Credit Bid Purchase Agreement shall control, and the Plan shall be deemed to incorporate in their entirety the terms, provisions, and conditions of the Credit Bid Purchase Agreement.

(c) (x) If the Confirmation Date does not occur before the Confirmation Outside Date or (y) if the amount of Allowed Administrative Expense Claims at any time are projected by the Debtors to exceed \$[●] (the next Business Day after the occurrence of (x) or (y), the (“**Toggle Date**”), then, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, the Debtors shall:

- (i) within 7 days of the Toggle Date, file a motion, in form and substance acceptable to the Debtors, the Required DIP Lenders and Requisite FLTL Lenders, seeking entry of an order of the Bankruptcy Court approving a credit bid sale transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) pursuant to section 363 of the Bankruptcy Code on substantially the same terms as provided in the Credit Bid Purchase Agreement (which terms shall be acceptable to the Debtors, the Requisite FLTL Lenders, and Required DIP Lenders), free and clear of all Liens (other than Credit Bid Permitted Encumbrances (except in the case of Fieldwood U.A. Interests, which shall vest free and clear of all Liens)), Claims, charges, Interests, or other encumbrances, the Credit Bid Consent Rights and the Credit Bid Preferential Purchase Rights that are applicable to the Credit Bid Acquired Interests;
- (ii) within 15 days of the Toggle Date and subject to the reasonable consent of Apache, the Requisite FLTL Lenders, the Required DIP Lenders and the Debtors, amend the Apache Definitive Documents as reasonably required to effectuate the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding

³ Provided that the Retained Properties (as defined in the Apache Implementation Agreement) shall be transferred in accordance with the Decommissioning Agreement.

entity formed by or at the direction of the Prepetition FLTL Lenders); provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties' express written consent; and

- (iii) within 35 days of the Toggle Date, obtain entry of an order of the Bankruptcy Court approving the 363 Credit Bid Transaction to the Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders).

(d) Notwithstanding anything in the Credit Bid Purchase Agreement or any agreement entered into pursuant to Section 5.2(c) of the Plan to the contrary, the Credit Bid Purchaser shall not be liable for any liability or obligation on account of any Claim or Interest that is compromised, settled, released or discharged pursuant to this Plan.

5.3 New Equity Interests.

(a) On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, issue the New Equity Interests for eventual distribution in accordance with the terms of this Plan without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The New Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Equity Interests issued pursuant to the Plan shall be duly authorized and validly issued.

(b) On the Effective Date, NewCo and all holders of the New Equity Interests then outstanding shall be deemed to be parties to the NewCo Organizational Documents, where applicable, substantially in the form, or consistent with the term sheets, contained in the Plan Supplement, without the need for execution by any such holder. The NewCo Organizational Documents shall be binding on NewCo and its subsidiaries (including the Credit Bid Purchaser) and all parties receiving, and all holders of, New Equity Interests.

5.4 NewCo Organizational Documents

The NewCo Organizational Documents will be in form and substance acceptable to the Debtors, Requisite FLTL Lenders, and the Required DIP Lenders. After the Effective Date, the NewCo Organizational Documents may be amended or restated as permitted by such documents and the laws of their respective states, provinces, or countries of incorporation or organization.

5.5 New Money Warrants

On the Effective Date, NewCo is authorized to issue or cause to be issued and shall, as provided for in this Plan, issue (i) the New Money Warrants for distribution to the New Money Second Lien Exit Facility Lenders in accordance with the terms of the Plan and Confirmation Order without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of

any Person and (ii) upon exercise of the New Money Warrants, New Equity Interests issuable upon exercise of the New Money Warrants. The New Money Warrants shall be issued and distributed free and clear of all Liens, Claims, and other Interests. All of the New Money Warrants issued pursuant to the Plan, including as contemplated by the Credit Bid Transaction and the Second Lien Exit Facility Term Sheet, and all New Equity Interests issued upon exercise of the New Money Warrants shall be duly authorized and validly issued.

5.6 Plan of Merger

(a) On the Effective Date, but after the consummation of the transactions contemplated by the Credit Bid Purchase Agreement, Fieldwood Energy LLC shall adopt the Plan of Merger and, in accordance with the terms thereof and solely to the extent therein, upon the effective time of the Divisional Merger as provided for in the Plan of Merger, the (i) FWE Assets will be allocated to and vest in FWE I and FWE III pursuant to the terms of the Plan of Merger, in each case, free and clear of all Plan of Merger Consent Rights and Plan of Merger Preferential Purchase Rights; and (ii) the FWE I Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I and the FWE III Obligations shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III. Immediately after the effective time of the Divisive Merger as provided in the Plan of Merger, the only assets, properties and rights of, and the only liabilities and obligations of, (i) FWE I will be the FWE I Assets and FWE I Obligations and (ii) FWE III will be the FWE III Assets and FWE III Obligations.

(b) All of the membership interests of FWE I and FWE III shall be owned by Post-Effective Date FWE Parent.

(c) Notwithstanding anything to the contrary in the Plan of Merger, any claim or interest that is satisfied, compromised, settled, released or discharged pursuant to the Plan shall not constitute an FWE I Obligation or FWE III Obligation.

5.7 Single Share

(a) On the Effective Date, one share of Post-Effective Date FWE Parent common stock (the “**Single Share**”) shall be issued to the Plan Administrator to hold in trust as custodian for the benefit of the holders of Allowed General Unsecured Claims and the Single Share shall be recorded on the books and records maintained by the Plan Administrator.

(b) On the date that FWE Parent’s Chapter 11 Case is closed in accordance with Section 5.17 of this Plan, the Single Share issued on the Effective Date pursuant to the Plan shall be deemed cancelled and of no further force and effect, provided that such cancellation does not adversely impact the Debtors’ Estates.

5.8 Plan Administrator

(a) *Appointment.* The Plan Administrator’s retention shall commence on the Effective Date and shall continue until: (i) the Bankruptcy Court has entered an order or orders closing each of the Chapter 11 Cases; (ii) the Bankruptcy Court enters an order removing the Plan Administrator for cause; or (iii) the Plan Administrator voluntarily resigns, upon notice filed

with the Bankruptcy Court, and a successor Plan Administrator is appointed in accordance with this Plan.

(b) *Authority.* Subject to Section 5.8(c) of this Plan, the Plan Administrator shall have all the rights, powers, authority, and duties on behalf of each of the Debtors and Post-Effective Date Debtors, without the need for Bankruptcy Court approval (unless otherwise indicated), to carry out and implement all provisions of the Plan, including, without limitation, to:

- (i) subject to Section 7 of the Plan, except to the extent Claims have been previously Allowed, control and effectuate the Claims reconciliation process in accordance with the terms of this Plan, including to object to, seek to subordinate, compromise or settle any and all Claims against the Debtors;
- (ii) make Distributions to holders of Allowed Claims and Interests in accordance with this Plan, including distributions from the Claims Reserve, Professional Fee Escrow and Plan Administrator Expense Reserve;
- (iii) exercise its reasonable business judgment to direct and control the Debtors or Post-Effective Date Debtors under this Plan and in accordance with applicable law as necessary to maximize Distributions to holders of Allowed Claims;
- (iv) prepare, file, and prosecute any necessary filings or pleadings with the Bankruptcy Court to carry out the duties of the Plan Administrator as described herein;
- (v) engage in the ownership, operation, plugging and abandonment, and decommissioning of the FWE III Assets, including the FWE III Oil & Gas Lease Interests;
- (vi) abandon any property determined by the Plan Administrator to be of *de minimis* value or burdensome to the Estates;
- (vii) other than any Causes of Action released by the Debtors pursuant to this Plan or otherwise, prosecute all Causes of Action on behalf of the Debtors, elect not to pursue any Causes of Action, and determine whether and when to compromise, settle, abandon, dismiss, or otherwise dispose of any such Causes of Action, as the Plan Administrator may determine is in the best interests of the Debtors and their Estates;
- (viii) retain, employ, terminate, or replace professionals to assist or represent it in performing its duties under this Plan;

- (ix) pay all fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtors, including any Restructuring Expenses, from the Plan Administrator Expense Reserve or otherwise;
- (x) comply with, and cause the Debtors and Post-Effective Date Debtors to comply with, the Debtors' or Post-Effective Date Debtors' continuing obligations under the Credit Bid Purchase Agreement;
- (xi) maintain the books and records and accounts of the Debtors and Post-Effective Date Debtors;
- (xii) establish and maintain bank accounts in the name of the Post-Effective Date Debtors;
- (xiii) incur and pay reasonable and necessary expenses in connection with the performance of duties under this Plan, including the reasonable fees and expenses of professionals retained by the Plan Administrator;
- (xiv) following the Effective Date, pay any fees and expenses in Cash in accordance with Section 2.4 of this Plan;
- (xv) administer each Debtor's and Post-Effective Date Debtors' tax obligations, including (i) filing tax returns and paying tax obligations and (ii) representing the interest and account of each Debtor, each Debtor's estate, or each Post-Effective Date Debtor before any taxing authority in all matters including, without limitation, any action, suit, proceeding or audit;
- (xvi) prepare and file any and all informational returns, reports, statements, returns or disclosures relating to the Debtors or Post-Effective Date Debtor that are required hereunder, by any Governmental Unit or applicable law;
- (xvii) pay statutory fees in accordance with Section 12.1 of this Plan;
- (xviii) perform other duties and functions that are consistent with the implementation of the Plan or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan; and
- (xix) close the Chapter 11 Cases pursuant to Section 5.23 of this Plan.

(c) *Board of Directors and Officers.*

- (i) The officers and directors of the Debtors existing before the Effective Date shall be relieved of any and all duties with the respect to the Debtors as of the Effective Date.
- (ii) Upon the Effective Date, the Plan Administrator shall serve as the sole officer, director, or manager of each Post-Effective Date Debtor. The Plan Administrator may also elect such additional managers(s) and officer(s) of each Post-Effective Date Debtor as the Plan Administrator deems necessary to implement this Plan and the actions contemplated herein. The Plan Administrator shall also have the power to act by written consent to remove any officer or manager of any Post-Effective Date Debtor at any time with or without cause.

(d) *Post-Effective Date Operations.* After the Effective Date, pursuant to this Plan, the Plan Administrator shall operate the Post-Effective Date Debtors without any further approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

(e) *Post-Effective Date Expenses.* On and after the Effective Date, all costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtors, or in any manner connected, incidental, or related thereto, in effecting distributions from the Post-Effective Date Debtors thereunder (including the reimbursement of reasonable expenses) shall be incurred and paid from the Plan Administrator Expense Reserve.

(f) *Indemnification.* Each of the Estates and the Post-Effective Date Debtors shall indemnify and hold harmless the Plan Administrator solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the Plan Administrator's gross negligence or willful misconduct.

(g) *Cooperation.* The Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and their respective professionals, as appropriate, shall cooperate with each other in relation to their respective activities and obligations in respect of this Plan, including objecting to, settling or otherwise reconciling claims as provided herein, and by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort; *provided, however*, that the Debtors, the Post-Effective Date Debtors, the Plan Administrator, the FWE I Sole Manager, and NewCo and its subsidiaries (including the Credit Bid Purchaser) and including its advisors, if any) shall enter into a confidentiality agreement before sharing of any such documents and/or information to the extent deemed reasonably necessary by the Post-Effective Date Debtors, the Credit Bid Purchaser, or Plan Administrator, as applicable.

5.9 Plan Funding.

Plan Distributions of Cash shall be funded from, among other things, the Debtors' Cash on hand (including the proceeds of the DIP Facility) and the New Money Consideration.

5.10 The Exit Facilities

(a) On the Effective Date, the Credit Bid Purchaser shall execute and deliver the Exit Facility Documents and such documents shall become effective in accordance with their terms. On and after the Effective Date, the Exit Facility Documents shall constitute legal, valid, and binding obligations of the Credit Bid Purchaser and be enforceable in accordance with their respective terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Credit Bid Purchaser shall be authorized to incur the loans under the Exit Facilities and use the proceeds of such loans, in each case, in accordance with the terms of this Plan and the Exit Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Exit Facility Documents shall bind the Credit Bid Purchaser and each other Entity that enters into the Exit Facility Documents.

(b) Confirmation shall be deemed approval of the Exit Facility Documents and the Backstop Commitment Letter (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith (including the Backstop Commitment Premium and any other payments under the Backstop Agreement)), and, to the extent not approved by the Bankruptcy Court previously, the Credit Bid Purchaser will be authorized to execute and deliver those documents necessary or appropriate to obtain the Exit Facilities, including the Exit Facility Documents, each as applicable, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Credit Bid Purchaser may deem to be necessary to enter into the Exit Facility Documents.

(c) On the Effective Date, all of the claims, liens, and security interests to be granted in accordance with the terms of the Exit Facility Documents (i) shall be legal, binding, and enforceable liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (ii) shall be deemed automatically attached and perfected on the Effective Date, subject only to such liens and security interests as may be permitted under the Exit Facility Documents with the priorities established in respect thereof under applicable non-bankruptcy law and the New Intercreditor Agreement, and (iii) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, this Plan, the Confirmation Order or applicable non-bankruptcy law.

(d) On the Effective Date, the Credit Bid Purchaser, the First Lien Exit Facility Agent and the Second Lien Exit Facility Agent shall enter into the New Intercreditor Agreement substantially in the form contained in the Plan Supplement.

5.11 Apache Definitive Documents.

(a) On the Effective Date following the consummation of the Plan of Merger and the Effective Time (as defined in the Plan of Merger), FWE I shall be authorized to execute, deliver, and enter into the Apache Definitive Documents, including the Standby Credit Facility Documents, without further (i) notice to or order or other approval of the Bankruptcy Court, (ii) act or omission under applicable law, regulation, order, or rule, (iii) vote, consent, authorization, or approval of any Person, or (iv) action by the holders of Claims or Interests. The Standby Loan Agreement shall constitute a legal, valid, binding and authorized obligation of FWE I, enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order. The financial accommodations to be extended pursuant to the Standby Loan Agreement (and other definitive documentation related thereto) are reasonable and are being extended, and shall be deemed to have been extended, in good faith and for legitimate business purposes.

(b) FWE I Sole Manager

- (i) Upon the Effective Date, the FWE I Sole Manager shall be appointed. Upon the Effective Date, the new governance structure of FWE I will be set forth in the FWE I LLC Agreement.
- (ii) On and after the Effective Date, the FWE I Sole Manager and Plan Administrator shall mutually cooperate to establish any procedures and protocols as they deem necessary to carry out their respective duties; *provided, however*, that any such procedures and protocols shall be consistent with the terms of this Plan and the Sole Manager Agreement (as defined in the Apache Implementation Agreement).
- (iii) FWE I shall indemnify and hold harmless the FWE I Sole Manager solely in its capacity as such for any losses incurred in such capacity, except to the extent such losses were the result of the FWE I Sole Manager's gross negligence or willful misconduct.

5.12 Abandonment of Certain Properties

Immediately upon the occurrence of the Effective Date, the Debtors' rights to and interests in executory contracts and unexpired federal leases, rights-of-way, and right-of-use-and-easements listed on the Schedule of Abandoned Properties are abandoned pursuant to the Plan without further notice to or order of the Bankruptcy Court pursuant to Sections 105(a) and 554(a) of the Bankruptcy Code and/or deemed rejected pursuant to Section 365 of the Bankruptcy Code, as applicable. The Abandoned Properties shall not be allocated to nor vest in the Post-Effective Date Debtors or NewCo and its subsidiaries, including the Credit Bid Purchaser. Except as

otherwise provided in this Plan or the Confirmation Order, the Debtors, their Estates, and the Post-Effective Date Debtors shall not be liable for any obligations whatsoever arising from or relating to the post-Effective Date period with regards to the Abandoned Properties. Nothing in this Plan or the Confirmation Order shall be construed as barring, waiving, or limiting the United States' rights to assert a claim against the Debtors, the Post-Effective Date Debtors or any co-lessees or predecessors in interest with respect to the Abandoned Properties for any decommissioning obligations for the Abandoned Properties.

5.13 Establishment of Claims Reserve.

On the Effective Date, the Debtors shall, with the consent of the Requisite FLTL Lenders and the DIP Lenders, establish and fund the Claims Reserve by depositing Cash, in the amount of the Claims Reserve Amount into the Claims Reserve. The Claims Reserve shall be used to pay Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims (to the extent such Claims do not receive other treatment that leaves such Claims Unimpaired) and Cure Amounts in accordance with the terms of this Plan. Any amounts remaining in the Claims Reserve after satisfaction of all Allowed Administrative Expense Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Other Secured Claims and Cure Amounts shall constitute Residual Distributable Value.

5.14 Plan Administrator Expense Reserve.

On or before the Effective Date, the Plan Administrator shall establish the Plan Administrator Expense Reserve. On the Effective Date, the Plan Administrator shall deposit Cash in the Plan Administrator Expense Reserve Amount into the Plan Administrator Expense Reserve. The Plan Administrator Expense Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Plan Administrator and the Post-Effective Date Debtors as set forth in this Plan. Any amount remaining in the Plan Administrator Expense Reserve after the dissolution of the all the Post-Effective Date Debtors shall constitute Residual Distributable Value. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for the purposes of carrying out its duties under this Plan.

5.15 Continued Corporate Existence; Effectuating Documents; Further Transactions.

(a) Except as otherwise provided in the Plan, the Debtors shall continue to exist after the Effective Date as Post-Effective Date Debtors in accordance with the applicable laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the Amended Organizational Documents.

(b) On or after the Effective Date (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, without prejudice to the rights of any party to a contract or other agreement with any Post-Effective Date Debtor, each Post-Effective Date Debtor may, in the sole discretion of the Plan Administrator, take such action as permitted by applicable law, the applicable Amended

Organizational Documents or other applicable corporate governance documents, and the Apache Definitive Documents, as such Post-Effective Date Debtor may determine is reasonable and appropriate, including, causing: (i) the consummation of a Divisional Merger as contemplated by the Plan of Merger, (ii) a Post-Effective Date Debtor to be merged into another Post-Effective Date Debtor or an affiliate of a Post-Effective Date Debtor; (iii) a Post-Effective Date Debtor to be dissolved; (iv) the legal name of a Post-Effective Date Debtor to be changed; (v) a Post-Effective Date Debtor to convert its form of entity; or (vi) the closure of a Post-Effective Date Debtor's Chapter 11 Case on the Effective Date or any time thereafter, and such action and documents are deemed to require no further action or approval (other than any requisite filings required under the applicable state, provincial and federal or foreign law).

(c) On the Effective Date or as soon thereafter as is reasonably practicable (in any case, following the consummation of the Credit Bid Transaction), but subsequent to the consummation of the transactions contemplated by the Credit Bid Purchase Agreement if the Credit Bid Transaction occurs, the Post-Effective Date Debtors, acting through the Plan Administrator, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, or necessary or appropriate to effectuate the Plan, including, (i) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the requirements of applicable law and any other terms to which the applicable entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any Asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (iii) the filing of appropriate organizational documents governing the Post-Effective Date Debtors, including the Post-Effective Date Debtors' respective Amended Organizational Documents, and any amendments or restatements thereto, or any documents governing any Post-Effective Date Debtor's reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable law and, as necessary, other constituent documents, including, without limitation, the organizational documents governing non-Debtor subsidiaries, as permitted by the laws of their respective states of incorporation; (iv) the Restructuring Transactions; and (v) all other actions that the applicable entities determine to be necessary or appropriate, including, making filings or recordings that may be required by applicable law.

5.16 Corporate Action.

(a) Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects, including (i) entry into or execution of the Credit Bid Purchase Agreement and consummation of the transactions contemplated therein, (ii) the assumption or assumption and assignment of executory contracts and unexpired leases as provided herein, (iii) the appointment of the Plan Administrator and the FWE I Sole Manager, (iv) the entry into or execution of the Apache Definitive Documents and all documentation relating thereto, including the Plan of Merger and Standby Credit Facility Documents, (v) entry into or execution of the Exit Facility Documents (including the New Intercreditor Agreement), (vi) any other Restructuring Transaction, and (vii) all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date), in each case in accordance with and subject to the terms hereof. All matters provided for in this Plan involving the corporate or

limited liability company structure of the Debtors or the Post-Effective Date Debtors, and any corporate or limited liability company action required by the Debtors or the Post-Effective Date Debtors in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Post-Effective Date Debtors.

(b) On or before (as applicable) the Effective Date, the appropriate directors, officers, and managers of the Debtors, the Plan Administrator, or the FWE I Sole Manager, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated by this Plan (or necessary or desirable to effect the transactions contemplated by this Plan). The authorizations and approvals contemplated by this Section 5.16 shall be effective notwithstanding any requirements under nonbankruptcy law.

5.17 Cancellation of Existing Securities and Agreements.

Except for the purpose of evidencing a right to and allowing holders of Claims to receive a distribution under this Plan, and except as otherwise set forth in the Plan, or in the Plan Supplement or any related agreement, instrument, or document, on the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, reimbursement obligations, and other instruments or documents evidencing or creating any prepetition Claim or Interest (collectively, the “**Cancelled Agreements**”) (except that the following shall not be Cancelled Agreements: (i) the agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents governing, relating to and/or evidencing certain Intercompany Interests not modified by the Plan and any rights of any holder in respect thereof and (ii) the Decommissioning Agreement, and any and all bonds and letters of credit constituting Decommissioning Security) shall be deemed cancelled and of no force or effect and the Debtors shall not have any continuing obligations thereunder; *provided, however*, that each of the Cancelled Agreements shall continue in effect solely for the purposes of, (x) allowing holders of Claims or Interests to receive distributions under the Plan on account of such Claims or Interests and (y) allowing and preserving the rights of the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent, as applicable, to (1) make distributions on account of such Claims or Interests; (2) maintain, enforce, and exercise their respective liens, including any charging liens, as applicable, under the terms of the applicable agreements, or any related or ancillary document, instrument, agreement, or principle of law, against any money or property distributed or allocable on account of such Claims, as applicable; (3) seek compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation of the Plan required to be paid pursuant to the applicable agreement; (4) maintain, enforce, and exercise any right or obligation to compensation, indemnification, expense reimbursement, or contribution, or any other claim or entitlement that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may have under this Plan, the applicable credit agreements, collateral agreements, or pledge agreements; and (5) appear and raise issues in these Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court after the Effective Date on matters relating to this Plan or the applicable credit agreements; *provided*,

further, that the Prepetition FLFO Administrative Agent, the Prepetition FLFO Collateral Agent, the Prepetition FLTL Administrative Agent, the Prepetition SLTL Administrative Agent, and the DIP Agent may take such further action to implement the terms of the Plan, including the Restructuring Transactions, as agreed to with the Debtors or the Post-Effective Date Debtors, as applicable to the extent not inconsistent with the Confirmation Order or this Plan.

5.18 Cancellation of Certain Existing Security Interests.

Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Debtors or the Post-Effective Date Debtors, as applicable, any Collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

After the Effective Date, the Debtors or the Post-Effective Date Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to any Claim or Interest, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Prepetition Agents, including, without limitation, UCC-3 termination statements and mortgage release documentation.

5.19 Intercompany Interests; Corporate Reorganization.

To the extent reinstated under the Plan, on the Effective Date, the Intercompany Interests (a) shall be reinstated for the ultimate benefit of the holders of Claims and Interests as set forth in the Plan (b) without the need for any further corporate action or approval of any board of directors, board of managers, managers, management, or stockholders of any Debtor or Post-Effective Date Debtor, as applicable, the certificates and all other documents representing the Intercompany Interests shall be deemed to be in full force and effect.

5.20 Restructuring Transactions.

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Post-Effective Date Debtors, acting through the Plan Administrator, or the FWE I Sole Manager, as applicable, may take all actions consistent with the Plan and the Confirmation Order, as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan.

5.21 Liquidating Trust.

In the event the Plan Administrator determines, in its discretion, that to carry out and implement the provisions of this Plan certain assets should be transferred to a liquidating trust for the benefit of one or more classes of Claims, (1) the terms of the liquidating trust shall

be set forth in a liquidating trust agreement, (2) the liquidating trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a “grantor trust” within the meaning of sections 671 through 679 of the Tax Code of which the holders of Claims who become the liquidating trust beneficiaries (as determined for U.S. federal income tax purposes) are the owners and grantors, consistent with the terms of the Plan, (3) the sole purpose of the liquidating trust shall be the liquidation and distribution of the assets transferred to the liquidating trust in accordance with Treasury Regulations section 301.7701-4(d), including the resolution of Claims, with no objective to continue or engage in the conduct of a trade or business, (4) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the holders of Allowed Claims, as applicable, followed by the deemed transfer of such assets to the liquidating trust), (5) all parties shall report consistently with the valuation of the assets transferred to the liquidating trust as determined by the trustee of the liquidating trust (or its designee), (6) the trustee of the liquidating trust shall be responsible for filing returns for the trust as a grantor trust pursuant to Treasury Regulations section 1.671-4(a), and (7) the trustee of the liquidating trust shall annually send to each holder of an interest in the liquidating trust a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal income tax purposes. Subject to definitive guidance from the Internal Revenue Service or a court of competent jurisdiction to the contrary (including the receipt by the trustee of the liquidating trust of a private letter ruling if the trustee so requests one, or the receipt of an adverse determination by the Internal Revenue Service upon audit if not contested by the trustee), the trustee of the liquidating trust may timely elect to (y) treat any portion of the liquidating trust allocable to Disputed Claims as a “disputed ownership fund” governed by Treasury Regulations section 1.468B-9 (and make any appropriate elections) and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a “disputed ownership fund” election is made, (i) all parties (including the Debtors, holders of Claims, and the trustee of the liquidating trust) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing, and (ii) any tax imposed on the liquidating trust with respect to assets allocable to Disputed Claims (including any earnings thereon and any gain recognized upon the actual or deemed disposition of such assets) will be payable out of such assets and, in the event of insufficient Cash to pay any such taxes, the trustee of the liquidating trust may sell all or part of such assets to pay the taxes. The trustee of the liquidating trust may request an expedited determination of taxes of the liquidating trust, including any reserve for Disputed Claims, under section 505(b) of the Bankruptcy Code for all tax returns filed for, or on behalf of, the liquidating trust for all taxable periods through the dissolution of the liquidating trust.

5.22 Securities Exemptions.

(a) The offer, issuance, and distribution of the New Equity Interests (other than the Backstop Commitment Premium Equity Interests, New Money Warrants, or any New Equity Interests issued upon exercise of the New Money Warrants) to holders of Allowed FTL Secured Claims, as applicable, under Article IV of this Plan shall be exempt, pursuant to section 1145 of the Bankruptcy Code, without further act or actions by any Person, from registration under the Securities Act, and all rules and regulations promulgated thereunder, and any other applicable securities laws, to the fullest extent permitted by section 1145 of the Bankruptcy

Code. The New Equity Interests issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemption provided by section 4(a)(1) of the Securities Act, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

(b) The issuance and sale of the Backstop Commitment Premium Equity Interests and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) under this Plan shall be exempt from registration under the Securities Act or any other applicable securities laws to the fullest extent permitted by section 4(a)(2) of the Securities Act and/or Regulation D thereunder. The Backstop Commitment Premium Equity Interests and the New Money Warrants (including any New Equity Interests issued upon exercise of the New Money Warrants) issued in reliance on the exemption from registration set forth in section 4(a)(2) of the Securities Act and/or Regulation D thereunder, will be considered “restricted securities” and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144 of the Securities Act.

(c) None of the Debtors, NewCo and its subsidiaries (including the Credit Bid Purchaser), or any other Person shall be required to provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the New Equity Interests or the New Money Warrants, under applicable securities laws. DTC and any transfer agent (as applicable) shall be required to accept and conclusively rely upon the Plan or Confirmation Order in lieu of a legal opinion regarding whether the New Equity Interests or the New Money Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable).

(d) Notwithstanding anything to the contrary in this Plan, no Person (including DTC and any transfer agent) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including whether the New Equity Interests or the New Money Warrants are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services.

5.23 Closing of Chapter 11 Cases.

After the Effective Date, the Plan Administrator shall be authorized, but not directed, to submit an order to Bankruptcy Court under certification of counsel that is in form and substance acceptable to the U.S. Trustee that closes and issues a final decree for each of the Chapter 11 Cases.

ARTICLE VI. DISTRIBUTIONS.

6.1 Distributions Generally.

The Plan Administrator shall make all Distributions to the appropriate holders of Allowed Claims in accordance with the terms of this Plan.

6.2 No Postpetition Interest on Claims.

Except as otherwise specifically provided for in the Plan, the Confirmation Order, or another order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

6.3 Date of Distributions.

Except as otherwise provided in this Plan, the Plan Administrator shall make Plan Distributions to holders of Allowed Claims after (a) funding of the Professional Fee Escrow and (b) satisfaction in full or establishment of reserves sufficient to pay claims in the Claims Reserve, as soon as reasonably practicable after the Effective Date and thereafter, the Plan Administrator shall from time to time determine the subsequent Distribution Dates.

6.4 Distribution Record Date.

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each Class as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims after the Distribution Record Date. Neither the Debtors nor the Plan Administrator shall have any obligation to recognize any transfer of a Claim occurring after the close of business on the Distribution Record Date. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Administrator shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.5 Distributions after Effective Date

Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

6.6 Delivery of Distributions.

Subject to Bankruptcy Rule 9010, the Plan Administrator shall make all Distributions to any holder of an Allowed Claim as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents or (b) at the address in any written notice of address change delivered to the Debtors or the Plan Administrator, including any addresses included on any transfers of Claim filed pursuant to

Bankruptcy Rule 3001. In the event that any Distribution to any holder is returned as undeliverable, no Distribution or payment to such holder shall be made unless and until the Plan Administrator has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable such Distribution shall be made to such holder without interest.

6.7 Unclaimed Property.

One year from the later of: (a) the Effective Date and (b) the date that is ten (10) Business Days after the date a Claim is first Allowed, all distributions that remain payable on account of such Claim shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Post-Effective Date Debtors or their successors or assigns, and all claims of any other Person (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Post-Effective Date Debtors and the Plan Administrator shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

For the avoidance of doubt, a distribution shall be deemed unclaimed if a holder has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Post-Effective Date Debtors or the Plan Administrator of an intent to accept a particular distribution; (c) responded to the Debtors', the Post-Effective Date Debtors', or the Plan Administrator's requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

6.8 Satisfaction of Claims.

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims under the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.9 Manner of Payment under Plan.

Except as specifically provided herein, at the option of the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, any Cash payment to be made under the Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

6.10 De Minimis Cash Distributions.

The Plan Administrator shall not be required to make any payment to any holder of an Allowed Claim on any Distribution Date of Cash in an amount less than one-hundred dollars (\$100); *provided, however*, that if any Plan Distribution is not made pursuant to this Section 6.10, such Distribution shall be added to any subsequent Plan Distribution to be made on behalf of the holder's Allowed Claim. The Plan Administrator shall not be required to make any final Plan Distributions of Cash in an amount less than fifty dollars (\$50) to any holder of an Allowed Claim. If the amount of any final Plan Distributions to holders of Allowed Claims would be fifty dollars (\$50) or less, then no further Plan Distribution shall be made by the Plan

Administrator and any surplus Cash shall be donated and distributed to a Tax Code § 501(c)(3) tax-exempt organization selected by the Plan Administrator.

6.11 No Distribution in Excess of Amount of Allowed Claim.

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

6.12 Allocation of Distributions Between Principal and Interest.

Except as otherwise required by law, consideration received in respect of an Allowed Claim is allocable first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent of any excess, to the remainder of the Claim, including any Claim for accrued but unpaid interest.

6.13 Setoffs and Recoupments.

Each Post-Effective Date Debtor, or such entity's designee as instructed by such Post-Effective Date Debtor or the Plan Administrator, may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, offset or recoup against any Allowed Claim, and the distributions to be made pursuant to the Plan on account of such Allowed Claim any and all claims, rights, and Causes of Action that a Post-Effective Date Debtor or its successors may hold against the holder of such Allowed Claim after the Effective Date to the extent such setoff or recoupment is either (a) agreed in amount among the relevant Post-Effective Date Debtor(s), and holder of the Allowed Claim or (b) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided*, that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any claims, rights, or Causes of Action that a Post-Effective Date Debtor or its successor or assign may possess against such holder.

6.14 Withholding and Reporting Requirements.

(a) *Withholding Rights.* In connection with this Plan, any party issuing any instrument or making any Plan Distribution described in this Plan shall comply with all applicable tax withholding and reporting requirements imposed by any Governmental Unit, and all Plan Distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to this Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, income, withholding, and other taxes, on account of such Plan Distribution. Any party issuing any instrument or making any Plan Distribution pursuant to this Plan has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Notwithstanding any provision in the Plan to the contrary, any party issuing any instrument or making any Plan Distribution pursuant to this Plan shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable

withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms they believe are reasonable and appropriate.

(b) *Forms.* Any party entitled to receive any property as an issuance or Plan Distribution under this Plan shall, upon reasonable request, deliver to the Plan Administrator or such other Person designated by the Plan Administrator (which entity shall subsequently deliver to the Plan Administrator or such other Person any applicable IRS Form W-8 or Form W-9 received) an appropriate Form W-9 or (if the payee is a non-U.S. Person) Form W-8, unless such Person is exempt under the Tax Code and so notifies the Plan Administrator or such other Person. If such request is made by the Plan Administrator or such other Person designated by the Plan Administrator and the holder fails to comply before the date that is 210 days after the request is made, the amount of such Plan Distribution shall irrevocably revert to the Debtors and any Claim in respect of such Plan Distribution shall be discharged and forever barred from assertion against any Debtor and its respective property.

6.15 Claims Paid by Third Parties.

The Plan Administrator shall reduce in full a Claim, and such Claim shall be Disallowed without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not the Debtors or the Post-Effective Date Debtors. If a holder of a Claim receives a Distribution from the Debtors or the Post-Effective Date Debtors on account of such Claim and also receives payment from a third party on account of such Claim, such holder shall, within fourteen (14) days of receipt thereof, repay or return the Plan Distribution to the Debtors or the Post-Effective Date Debtors, to the extent the holder's total recovery on account of such Claim from the third party and under this Plan exceeds the total Allowed amount of such Claim as of the date of any such Plan Distribution under this Plan. The failure of such holder to timely repay or return such Distribution shall result in the holder owing the Post-Effective Date Debtors interest on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

6.16 Claims Payable by Third Parties.

No Distributions shall be made on account of an Allowed Claim that is payable pursuant to one of the insurance policies to which the Debtors' are a beneficiary until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy; *provided, however*, that this Section 6.16 shall not restrict Plan Distributions on an Allowed Claim that is Allowed in an amount that does not exceed an applicable self-insured retention or deductible amount under one or more such insurance policies. To the extent that one or more of the insurers agrees to satisfy a Claim in whole or in part, then immediately upon such insurers' satisfaction, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims register by the Plan Administrator without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.

7.1 Allowance of Claims.

Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed pursuant to the Plan or a Final Order, including the Confirmation Order (when it becomes a Final Order), Allowing such Claim. On and after the Effective Date, each of the Debtors or the Post-Effective Date Debtors shall have and retain any and all rights and defenses such Debtor had with respect to any Claim immediately before the Effective Date.

7.2 Claims Objections.

Except insofar as a Claim is Allowed under the Plan, the Debtors or the Post-Effective Date Debtors (acting through the Plan Administrator), as applicable, shall be entitled to object to Claims. Except as otherwise expressly provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Effective Date, the Post-Effective Date Debtors and the Plan Administrator shall have the authority (a) to file, withdraw, or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Debtors' claims register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

7.3 Estimation of Claims.

Before or after the Effective Date, the Debtors, the Post-Effective Date Debtors, and the Plan Administrator may at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any Disputed, contingent, or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation of the amount of such Claim, the Debtors, the Post-Effective Date Debtors, or the Plan Administrator, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before 21 days after the date on which such Claim is estimated.

7.4 Adjustment to Claims Register Without Objection.

Any duplicate Claim or Interest or any Claim or Interest that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the claims register by the Debtors or the Post-Effective Date Debtors (at the direction of the Plan Administrator) upon stipulation between the parties in interest without a Claims objection having to be filed and without any further notice or action, order, or approval of the Bankruptcy Court.

7.5 Time to File Objections to Claims.

Any objections to a Claim shall be filed on or before the date that is the later of (a) 180 days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion by the Post-Effective Date Debtors, as such deadline may be extended from time to time.

7.6 Disallowance of Claims.

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Post-Effective Date Debtors.

7.7 Amendments to Claims.

On or after the Effective Date, except as provided in the Plan or the Confirmation Order, a Claim may not be filed or amended without the prior authorization of the Bankruptcy Court, and the Post-Effective Date Debtors.

7.8 No Distributions Pending Allowance.

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim.

With respect to any Disputed General Unsecured Claims, the undistributed portion of the General Unsecured Claims Cash Pool (hereafter, the “**Cash Pool Reserve**”) shall be held in a segregated account. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the disbursing agent shall treat the Cash Pool Reserve as a “disputed ownership fund” governed by Treasury Regulation section 1.468B-9 and to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Debtors, the Reorganized Debtors, the disbursing agent, and the holders of General Unsecured Claims and the holders of SLTL Claims) shall be required to report for tax purposes

consistently with the foregoing. The Cash Pool Reserve shall be responsible for payment, out of the assets of the Cash Pool Reserve, of any taxes imposed on the Cash Pool Reserve or its assets.

To the extent that a Disputed General Unsecured Claim becomes an Allowed Claim after the Effective Date, the disbursing agent shall distribute to the holder thereof out of the Cash Pool Reserve any amount to which such holder is entitled hereunder (net of any allocable taxes imposed thereon or otherwise incurred or payable by the Cash Pool Reserve). At such time as all Disputed General Unsecured Claims have been resolved, any remaining assets in the Disputed Claims Reserve shall be distributed Pro Rata to all holders of Allowed General Unsecured Claims and Allowed SLTL Claims.

The disbursing agent may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Disputed Claims Reserve for all taxable periods through the date on which final distributions are made.

7.9 Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date on which the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Plan Administrator shall provide to the holder of such Allowed Claim the distribution (if any) to which such holder is entitled under the Plan as of the Effective Date, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code.

7.10 Claims Resolution Procedures Cumulative.

All of the Claims and objection, estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved in accordance with the Plan or any mechanism approved by the Bankruptcy Court.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 General Treatment.

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are parties shall be deemed rejected, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court; (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iii) is the subject of a motion to assume filed by the Debtors on or before the Confirmation Date; (iv) is identified in Sections 8.4 or 8.5 of the Plan; or (v) is identified for assumption on the Schedule of Assumed Contracts included in the Plan Supplement, which Schedule of Assumed Contracts will identify executory contracts or unexpired leases for assumption and assignment to the Credit Bid Purchaser in accordance with the Credit Bid Purchase Agreement. To the extent the Decommissioning Agreement is an

executory contract, it will be assumed and become the obligation of FWE I under the Plan of Merger.

(b) Subject to the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assignments, or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, have provided adequate assurance of future performance under such assumed executory contracts and unexpired leases. Each executory contract and unexpired lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the Credit Bid Purchaser or Post-Effective Date Debtors, as applicable, in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

(c) To the maximum extent permitted by law, to the extent any provision in any executory contract or unexpired lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such executory contract or unexpired lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory contract or unexpired lease or to exercise any other default-related rights with respect thereto.

(d) Subject to the terms of the Credit Bid Purchase Agreement, the Debtors reserve the right, on or before 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing, or such other time as may be agreed in writing between the Debtors and the applicable counterparty, to amend the Schedule of Assumed Contracts to add or remove any executory contract or unexpired lease; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing; *provided, further* that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may amend the Schedule of Assumed Contracts to add or delete any executory contracts or unexpired leases after such date to the extent agreed with the relevant counterparties and entry of an order of the Bankruptcy Court.

8.2 Determination of Cure Amounts and Deemed Consent.

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date in accordance with the terms of the Credit Bid Purchase Agreement or on such other terms as the parties to such executory contracts or unexpired leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least ten (10) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to be assumed or assumed

and assigned reflecting the Debtors' intention to potentially assume or assume and assign to the Credit Bid Purchaser in accordance with the terms of the Credit Bid Purchase Agreement the contract or lease in connection with this Plan or the Credit Bid Purchase Agreement and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor, or any Post-Effective Date Debtor, under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or Post-Effective Date Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 8.2(b), shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

(c) If there is an Assumption Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court before such assumption being effective; provided, that, subject to the terms of the Credit Bid Purchase Agreement, the Debtors or Post-Effective Date Debtors, as applicable, may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(d) To the extent an Assumption Dispute relates solely to the Cure Amount, subject to the terms of the Credit Bid Purchase Agreement, the Debtors may assume and/or assume and assign the applicable executory contract or unexpired lease before the resolution of the Assumption Dispute; *provided*, that the Post-Effective Date Debtors or Credit Bid Purchaser, as applicable shall be responsible to pay the determined amount to be Allowed by the Bankruptcy Court or otherwise agreed to by such non-Debtor party. The Debtors or Post-Effective Date Debtors, as applicable, subject to the terms of the Credit Bid Purchase Agreement, may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

(e) Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary,

including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, upon the assumption of such executory contract or unexpired leases.

8.3 Rejection Damages Claims.

In the event that the rejection of an executory contract or unexpired lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be classified and treated in Class 7 (General Unsecured Claims). A proof of such Claim must be filed with the Bankruptcy Court and served upon counsel for the Debtors, Post-Effective Date Debtor, or the Plan Administrator, as applicable, by the later of (i) thirty (30) days after the filing and service of the notice of the occurrence of the Effective Date; and (ii) thirty (30) days after entry of an Order rejecting such contract or lease if such contract or lease is the subject of a pending Assumption Dispute.

8.4 Survival of the Debtors' Indemnification Obligations.

Notwithstanding anything in the Plan (including Section 10.3 of the Plan), any Indemnification Obligation to indemnify current and former officers, directors, members, managers, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, members, managers, agents, or employees based upon any act or omission for or on behalf of the Debtors shall (a) remain in full force and effect, (b) not be discharged, impaired, or otherwise affected in any way, including by the Plan, the Plan Supplement, or the Confirmation Order, (c) not be limited, reduced or terminated after the Effective Date, and (d) survive unimpaired and unaffected irrespective of whether such Indemnification Obligation is owed for an act or event occurring before, on or after the Petition Date, *provided*, that the Post-Effective Date Debtors shall not indemnify officers, directors, members, or managers, as applicable, of the Debtors for any claims or Causes of Action that are not indemnified by such Indemnification Obligation. All such obligations shall be deemed and treated as executory contracts to be assumed by the Debtors under the Plan and shall continue as obligations of the Post-Effective Date Debtors. Any claim based on the Debtors' obligations under the Plan shall not be a Disputed Claim or subject to any objection, in either case, by reason of section 502(e)(1)(B) of the Bankruptcy Code.

8.5 Insurance Policies.

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Policy, shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the applicable Debtors or the Post-Effective Date Debtors and shall continue in full force and effect thereafter in accordance with their respective terms.

Coverage for defense and indemnity under the D&O Policy shall remain available to all individuals within the definition of “Insured” in any D&O Policy.

(b) In addition, after the Effective Date, the Post-Effective Date Debtors or Plan Administrator shall not terminate or otherwise reduce the coverage under any D&O Policy (including any “tail policy”) in effect as of the Petition Date, and any current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such D&O Policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

8.6 Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instruments, or other document is listed in any notices of assumed contracts.

8.7 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors or the Post-Effective Date Debtors or their respective affiliates has any liability thereunder.

(b) Except as explicitly provided in the Plan, nothing in the Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Post-Effective Date Debtors under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Post-Effective Date Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(a) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under the Plan, the Debtors or the Post-Effective Date Debtors, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE IX. CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.

9.1 Conditions Precedent to Effective Date.

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied or waived in accordance with the Plan:

- (a) the Plan Supplement has been filed;
- (b) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order;
- (c) the Definitive Documents shall be consistent with the Restructuring Support Agreement and otherwise acceptable to the parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement;
- (d) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;
- (e) all conditions precedent to the effectiveness of the Apache Definitive Documents shall have been satisfied or waived by the party having the right to waive the same;
- (f) the Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated by the Plan and the Restructuring Support Agreement in a manner consistent in all respects with the Plan and Restructuring Support Agreement;
- (g) the Amended Organizational Documents shall become effective and in full force and effect as of the Effective Date;
- (h) the NewCo Organizational Documents shall become effective and in full force and effect as of the Effective Date;
- (i) the conditions precedent to the effectiveness of the Exit Facilities (as determined in the Exit Facility Documents and the Backstop Commitment Letter) shall have been satisfied or duly waived in writing and the Exit Facility shall have closed substantially simultaneously with the effectiveness of the Plan;
- (j) the New Intercreditor Agreement shall have been executed and delivered by each of the parties thereto;
- (k) the conditions precedent to the effectiveness of the Credit Bid Purchase Agreement shall have been satisfied or duly waived in writing in accordance with the terms of the Credit Bid Purchase Agreement and the Credit Bid Transaction Closing shall have occurred or will occur simultaneously with the effectiveness of the Plan, including, without limitation, payment of the New Money Consideration by Buyers to Sellers at Closing pursuant to the terms thereof;

(l) the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents (other than any such authorization, consent, regulatory approval, ruling, or document that is customarily obtained or completed after assignment, conveyance or vesting of an applicable Asset) that, after giving effect to the entry of the Confirmation Order, are necessary to implement and effectuate the Plan, including Bankruptcy Court approval, and each of the other transactions contemplated by the Restructuring, and such authorizations, consents, regulatory approvals, rulings, or documents shall not be subject to unfulfilled conditions and shall be in full force and effect, and all applicable regulatory waiting periods shall have expired;

(m) no event of default under the DIP Documents shall have occurred or be continuing and an acceleration of the obligations or termination of the DIP Lenders' commitments under the DIP Documents shall not have occurred; and

(n) all Restructuring Expenses shall have been indefeasibly paid in full in accordance with Section 2.6.

9.2 Waiver of Conditions Precedent.

(a) With the prior written consent of the Required DIP Lenders and the Requisite FLTL Lenders, the conditions precedent to the occurrence of the Effective Date set forth in Section 9.1 of the Plan may be waived, in whole or in part, by the Debtors, without leave of or order of the Bankruptcy Court; *provided that*, a waiver of the conditions precedent to the occurrence of the Effective Date set forth in Sections 9.1(c), (d), (e), and (f) of the Plan shall also require the prior written consent of the Apache PSA Parties. If any such condition precedent is waived pursuant to this section and the Effective Date occurs, each party agreeing to waive such condition precedent shall be estopped from withdrawing such waiver after the Effective Date or otherwise challenging the occurrence of the Effective Date on the basis that such condition was not satisfied, the waiver of such condition precedent shall benefit from the "equitable mootness" doctrine, and the occurrence of the Effective Date shall foreclose any ability to challenge the Plan in any court. If the Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred before the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.3 Effect of Failure of a Condition.

If the conditions listed in Section 9.1 of the Plan are not satisfied or waived in accordance with Section 9.2 of the Plan on or before the Effective Date, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors,

(b) prejudice in any manner the rights of any Person, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any Consenting Creditors, or any other Person.

ARTICLE X. EFFECT OF CONFIRMATION.

10.1 Binding Effect.

Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, and subject to the occurrence of the Effective Date, on and after the entry of the Confirmation Order, the provisions of the Plan shall bind every holder of a Claim against or Interest in any Debtor and inure to the benefit of and be binding on such holder's respective successors and assigns, regardless of whether the Claim or Interest of such holder is Impaired under the Plan and whether such holder has accepted the Plan.

10.2 Vesting of Assets.

Except as otherwise provided in the Plan, the Confirmation Order, or any Plan Supplement, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors or the Post-Effective Date Debtors during the Chapter 11 Cases or under or in connection with the Plan shall vest in each respective Post-Effective Date Debtor free and clear of all Claims, Liens, charges, other encumbrances, and interests. Subject to the terms of the Plan, on and after the Effective Date, the Post-Effective Date Debtors and Plan Administrator may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Causes of Action without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, the Post-Effective Date Debtors may pay the charges that they incur on or after the Confirmation Date for Professional Persons' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.3 Discharge of Claims Against and Interests in Debtors.

Upon the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the distributions, rights and treatment to be made under the Plan, shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their Assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any

contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, any obligations incurred in connection with or related to bonds and letters of credit (and any related agreements) issued before the Petition Date on behalf of the Debtors, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a proof of claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. Any default or “event of default” by the Debtors or affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Each holder (as well as any trustee or agent on behalf of such holder) of a Claim or Interest, and any affiliate of such holder, shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose before the Effective Date. Except as otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor or any Post-Effective Date Debtor

10.4 Pre-Confirmation Injunctions and Stays.

Unless otherwise provided in the Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 Injunction Against Interference With Plan.

Except as otherwise provided in the Plan or in the Confirmation Order, upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or the occurrence of the Effective Date.

10.6 Plan Injunction.

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other

proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 10.6 of the Plan.

10.7 Releases.

(a) RELEASES BY THE DEBTORS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE

POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, THE BACKSTOP COMMITMENT LETTER, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (V) FAIR, EQUITABLE AND REASONABLE, (V) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-

EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID

PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, THE BACKSTOP COMMITMENT LETTER, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) *Release of Liens.* Except as otherwise specifically provided in the Plan or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the

right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE BACKSTOP COMMITMENT LETTER, THE APACHE DEFINITIVE DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR

THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

10.9 Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

10.10 Subordinated Securities Claims.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.11 Retention of Causes of Action and Reservation of Rights.

Except as otherwise provided in the DIP Order or Plan, including Sections 10.5, 10.6, 10.7, 10.8 and 10.9, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately before the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable nonbankruptcy law. The Post-Effective Date Debtors shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.12 Ipsa Facto and Similar Provisions Ineffective.

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the

following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the Restructuring.

10.13 Indemnification and Reimbursement Obligations.

For purposes of the Plan, (a) Indemnification Obligations to current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity before, on or subsequent to the Petition Date shall be assumed by the Post-Effective Date Debtors and (b) Indemnification Obligations of the Debtors arising from services as current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity during the period from and after the Petition Date shall be Administrative Expense Claims. In addition, after the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any current and former directors', officers', members', managers', agents' or employees' insurance policies (including any "tail policy") in effect as of the Petition Date, and all current and former directors, officers, members, managers, agents or employees of any of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of any such policy for the full term of such policy regardless of whether such members, managers, directors, and/or officers remain in such positions after the Effective Date to the extent set forth in such policies.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 Retention of Jurisdiction.

Pursuant to sections 105(c) and 1142 of the Bankruptcy Code and notwithstanding entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including any Administrative Expense Claim;

(f) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(g) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person or other Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(h) to hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(i) to hear and determine all Fee Claims;

(j) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(k) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(l) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate the Plan, including any release, exculpation, or injunction provisions set forth in the Plan, following the occurrence of the Effective Date;

(m) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(n) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(o) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(p) to resolve any disputes concerning whether a Person or entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any bar date established in the Chapter 11 Cases, or any

deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(q) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(r) to recover all Assets of the Debtors and property of the Estates, wherever located;

(s) to hear and determine matters related to the DIP Facility and the DIP Order; and

(t) to enter a final decree closing each of the Chapter 11 Cases.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 Payment of Statutory Fees

On the Effective Date and thereafter as may be required, the Debtors or the Post-Effective Date Debtors, as applicable, shall pay all Statutory Fees that are due and payable, together with interest, if any, pursuant to § 3717 of title 31 of the United States Code for each Debtor's case. The obligations under this Section 12.1 shall remain for each Debtor until such time as a final decree is entered closing the Chapter 11 Case for such Debtor, a Final Order converting such Debtor's Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor's Chapter 11 Case is entered.

12.2 Exemption from Certain Transfer Taxes.

Pursuant to and to the fullest extent permitted by section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) all sale transactions consummated by the Debtors and approved by the Bankruptcy Court on and after the Confirmation Date through and including the Effective Date, including any transfers effectuated under the Plan, (d) any assumption, assignment, or sale by the Debtors of their interests in unexpired leases of nonresidential real property or executory contracts pursuant to section 365(a) of the Bankruptcy Code, (e) the grant of collateral under the Standby Loan Agreement and (f) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, parish, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument

without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

12.3 Request for Expedited Determination of Taxes.

The Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

12.4 Dates of Actions to Implement Plan.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

12.5 Amendments.

(a) Plan Modifications. Subject to the consent rights set forth in the Restructuring Support Agreement, the Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to the Plan, the Debtors, with the consent of the Required DIP Lenders and Requisite FLTL Lenders, may remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of the Plan, and any holder of a Claim or Interest that has accepted the Plan shall be deemed to have accepted the Plan as amended, modified, or supplemented. The Debtors, subject to the consent of the Required DIP Lenders and Requisite FLTL Lenders, shall have the right to amend the documents contained in, and exhibits to, the Plan Supplement in accordance with the terms of the Plan and the Restructuring Support Agreement through the Effective Date.

(b) Certain Technical Amendments. Before the Effective Date, the Debtors, subject to the consent rights set forth in the Restructuring Support Agreement, may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court.

12.6 Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw the Plan before the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, the Plan has been revoked or withdrawn before the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by the

Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person; (ii) prejudice in any manner the rights of such Debtor or any other Person; or (iii) constitute an admission of any sort by any Debtor or any other Person.

12.7 Severability.

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation by the Bankruptcy Court, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with this section, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Post-Effective Date Debtors (as the case may be) and (c) nonseverable and mutually dependent.

12.8 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Supplement document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

12.9 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Post-Effective Date Debtors, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns.

12.10 Successors and Assigns.

The rights, benefits, and obligations of any Person named or referred to in the Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, if any, of each such Person.

12.11 Entire Agreement.

On the Effective Date, the Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

12.12 Computing Time.

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth in the Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.13 Exhibits to Plan.

All exhibits, schedules, supplements, and appendices to the Plan (including any other documents to be executed, delivered, assumed, or performed in connection with the occurrence of the Effective Date) are incorporated into and are a part of the Plan as if set forth in full in the Plan.

12.14 Notices.

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

(a) If to the Debtors:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway, S. Suite 1200
Houston, Texas 77042
Attention: Michael Dane and Thomas R. Lamme

– and –

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for the Debtors

(b) If to the DIP Lenders or FLTL Lenders:

DAVIS POLK & WARDWELL LLP

450 Lexington Avenue
New York, NY 10017
Attn: Damian Schaible, Esq. and Natasha Tsiouris, Esq.
Telephone: (212) 450-4000
Facsimile: (212) 701-5800

(c) If to the Post-Effective Date Debtors:

[Plan Administrator]
[Plan Administrator Address]

– and –

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Attn: Matthew S. Barr, Esq., Alfredo R. Pérez, Esq., and Jessica Liou, Esq.
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Post-Effective Date Debtors

A notice is deemed to be given and received (a) if sent by first-class mail, personal delivery, or courier, on the date of delivery if it is a Business Day and the delivery was made before 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when the sender receives an email from the recipient acknowledging receipt; *provided* that an automatic “read receipt” does not constitute acknowledgment of an email for purposes of this Section. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any element of a party’s address that is not specifically changed in a notice will be assumed not to be changed.

After the occurrence of the Effective Date, the Post-Effective Date Debtors and Plan Administrator have authority to send a notice to entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002; *provided*, that the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to the U.S. Trustee and those entities that have filed such renewed requests.

12.15 Reservation of Rights.

Except as otherwise provided herein, the Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of the Plan, any statement or provision of the Plan, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of (a) the Debtors

with respect to any Claims or Interests before the Effective Date or (b) any holder of a Claim or Interest or other entity before the Effective Date.

12.16 Dissolution of Creditors' Committee.

On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases, provided that following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by Professional Persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and (b) any appeals of the Confirmation Order or other appeals to which the Creditors' Committee is a party.

[Remainder of Page Intentionally Left Blank]

Dated: January 1, 2021
Houston, Texas

Respectfully submitted,

FIELDWOOD ENERGY LLC

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Senior Vice President and General Counsel

FIELDWOOD ENERGY INC.

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Senior Vice President and General Counsel

FIELDWOOD ENERGY OFFSHORE LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Vice President

FIELDWOOD ONSHORE LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Vice President

FIELDWOOD SD OFFSHORE LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Vice President

FIELDWOOD OFFSHORE LLC

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

DYNAMIC OFFSHORE RESOURCES NS, LLC

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

FW GOM PIPELINE, INC.

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

GOM SHELF LLC

By: Fieldwood Energy LLC, its managing member

By: Fieldwood Energy Inc., its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and General Counsel

BANDON OIL AND GAS GP, LLC

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

BANDON OIL AND GAS, LP

By: Bandon Oil and Gas, LLC, its general partner

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

FIELDWOOD ENERGY SP LLC

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

GALVESTON BAY PIPELINE LLC

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

GALVESTON BAY PROCESSING LLC

By: Fieldwood Onshore LLC, its managing member

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Vice President

Exhibit B
Plan Release Provisions

Definitions:

Exculpated Parties means collectively, and in each case in their capacities as such during the Chapter 11 Cases (a) the Debtors, (b) the Post-Effective Date Debtors, (c) FWE I, (d) the DIP Agent and DIP Lenders under the DIP Facility, (e) the Consenting Creditors, (f) the Prepetition Agents, (g) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (h) the Exit Facility Agents, (i) the Exit Facility Lenders, (j) the Backstop Parties and (k) with respect to each of the foregoing Persons in clauses (a) through (j), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

Released Parties means, collectively, (a) the Debtors, (b) the Post-Effective Date Debtors, (c) the DIP Agent and DIP Lenders under the DIP Facility, (d) the Consenting Creditors, (e) the Prepetition Agents, (f) NewCo and all of its subsidiaries (including the Credit Bid Purchaser), (g) the Exit Facility Agents, (h) the Exit Facility Lenders, (i) the Backstop Parties, (j) the Apache PSA Parties, (k) with respect to each of the foregoing Persons in clauses (a) through (j), each of their current and former affiliates, and each such Entity's and its current and former affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, and assigns, subsidiaries, and each of their current and former officers, members, managers, directors, equity holders (regardless of whether such interests are held directly or indirectly), principals, members, employees, agents, managed accounts or funds, management companies, fund advisors, investment advisors, advisory board members, financial advisors, partners (including both general and limited partners), attorneys, accountants, investment bankers, consultants, representatives and other professionals, such Persons' respective heirs, executors, estates, and nominees, in each case in their capacity as such, and any and all other persons or entities that may purport to assert any cause of action derivatively, by or through the foregoing entities.

Releasing Parties means collectively, (a) the holders of all Claims or Interests that vote to accept the Plan, (b) the holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan, (c) the holders of all Claims or Interests that vote, or are deemed, to reject the Plan but do not opt out of granting the releases set forth herein, (d) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth herein but did not opt out, and (e) the Released Parties (even if such Released Party purports to opt out of the releases set forth herein).

Provisions:**10.6 Plan Injunction.**

(a) Except as otherwise provided in the Plan or in the Confirmation Order, from and after the Effective Date, all Persons who have held, hold, or may hold Claims or Interests, and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, are, with respect to any such Claim or Interest, permanently enjoined after the entry of the Confirmation Order from: (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting, directly or indirectly, a Debtor, a Post-Effective Date Debtor, or an Estate or the property of any of the foregoing, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (i) or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly or indirectly, any judgment, award, decree, or order against a Debtor, a Post-Effective Date Debtor, or an Estate or its property, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons mentioned in this subsection (ii) or any property of any such transferee or successor; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against a Debtor, a Post-Effective Date Debtor, or an Estate or any of its property, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons mentioned in this subsection (iii) or any property of any such transferee or successor; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan to the full extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of the Plan; *provided*, that nothing contained in the Plan shall preclude such Persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Post-Effective Date Debtor, or an Estate from exercising their rights and remedies, or obtaining benefits, pursuant to and consistent with the terms of the Plan.

(b) By accepting distributions pursuant to the Plan, each holder of an Allowed Claim or Interest shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in Section 0 of the Plan.

10.7 Releases.

(a) **RELEASES BY THE DEBTORS.** AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY,

UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, AND THE ESTATES, IN EACH CASE ON BEHALF OF THEMSELVES AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND REPRESENTATIVES AND ANY AND ALL OTHER PERSONS THAT MAY PURPORT TO ASSERT ANY CAUSE OF ACTION DERIVATIVELY, BY OR THROUGH THE FOREGOING PERSONS, FROM ANY AND ALL CLAIMS, INTERESTS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, AND CAUSES OF ACTION, LOSSES, REMEDIES, OR LIABILITIES WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ACCRUED OR UNACCRUED, EXISTING OR HEREINAFTER ARISING, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT OR CONTRACT, WHETHER ARISING UNDER FEDERAL OR STATE STATUTORY OR COMMON LAW, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENTS OR OTHERWISE THAT THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, THE ESTATES, OR THEIR AFFILIATES WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING OF CLAIMS AND INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, THE BACKSTOP COMMITMENT LETTER, THE DECOMMISSIONING AGREEMENT, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(a) OF THE PLAN (the "DEBTOR RELEASES"), WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND FURTHER, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE DEBTOR

RELEASES ARE: (I) IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE RELEASED CLAIMS RELEASED BY THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS AND THE ESTATES, (IV) IN THE BEST INTERESTS OF THE DEBTORS, THE ESTATES AND ALL HOLDERS OF CLAIMS AND INTERESTS, (V) FAIR, EQUITABLE AND REASONABLE, (VI) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VII) A BAR TO ANY OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THE ESTATES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE DEBTOR RELEASE.

(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. AS OF THE EFFECTIVE DATE, EXCEPT FOR THE RIGHTS AND REMEDIES THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER, THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, ON AND AFTER THE EFFECTIVE DATE, THE RELEASED PARTIES WILL BE DEEMED CONCLUSIVELY, ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AS SUCH LAW MAY BE EXTENDED SUBSEQUENT TO THE EFFECTIVE DATE BY THE RELEASING PARTIES, FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER (INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE ON BEHALF OF THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, INCLUDING ANY CAUSES OF ACTION ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE), WHETHER LIQUIDATED OR UNLIQUIDATED, FIXED OR CONTINGENT, MATURED OR UNMATURED, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, ASSERTED OR UNASSERTED, ACCRUED OR UNACRUED, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT, OR OTHERWISE BY STATUTE, WHETHER ARISING UNDER FEDERAL OR STATE, STATUTORY OR COMMON LAW, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS, OR ANY OTHER APPLICABLE INTERNATIONAL, FOREIGN, OR DOMESTIC LAW, RULE, STATUTE, REGULATION, TREATY, RIGHT, DUTY, REQUIREMENT OR OTHERWISE, THAT SUCH HOLDERS OR THEIR ESTATES, AFFILIATES, HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, MANAGERS, ACCOUNTANTS, ATTORNEYS, REPRESENTATIVES, CONSULTANTS, AGENTS, AND ANY OTHER PERSONS CLAIMING UNDER OR THROUGH THEM WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY) OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER PERSON, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE POST-EFFECTIVE DATE DEBTORS, OR THEIR ESTATES, THE CHAPTER 11 CASES, THE RESTRUCTURING, THE PURCHASE, SALE, OR RESCISSION OF THE

PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS OR INTERACTIONS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE RESTRUCTURING, THE RESTRUCTURING OF ANY CLAIMS OR INTERESTS BEFORE OR DURING THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, PREPARATION, OR CONSUMMATION OF THE PLAN, THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE CREDIT BID PURCHASE AGREEMENT, THE EXIT FACILITY DOCUMENTS, THE APACHE DEFINITIVE DOCUMENTS, THE BACKSTOP COMMITMENT LETTER, THE DECOMMISSIONING AGREEMENT OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS, RELATING THERETO, OR THE SOLICITATION OF VOTES WITH RESPECT TO THE PLAN, IN ALL CASES BASED UPON ANY ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCES TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE.

ENTRY OF THE CONFIRMATION ORDER BY THE BANKRUPTCY COURT SHALL CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE RELEASES IN SECTION 10.7(B) OF THE PLAN (THE "THIRD-PARTY RELEASE"), WHICH INCLUDES, BY REFERENCE, EACH OF THE RELATED PROVISIONS AND DEFINITIONS UNDER THE PLAN, AND, FURTHERMORE, SHALL CONSTITUTE THE BANKRUPTCY COURT'S FINDING THAT THE THIRD-PARTY RELEASE IS (I) CONSENSUAL, (II) ESSENTIAL TO THE CONFIRMATION OF THE PLAN, (III) GIVEN IN EXCHANGE FOR THE GOOD, VALUABLE AND ADEQUATE CONSIDERATION PROVIDED BY THE RELEASED PARTIES, (IV) A GOOD FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD-PARTY RELEASE, (V) IN THE BEST INTERESTS OF THE DEBTORS AND THEIR ESTATES, (VI) FAIR, EQUITABLE AND REASONABLE, (VII) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING, AND (VIII) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO THE THIRD-PARTY RELEASE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 10.7(B) OF THE PLAN, NO PARTY SHALL BE RELEASED TO THE EXTENT SUCH RELEASE WOULD IMPAIR THE DECOMMISSIONING SECURITY OR THE APACHE PSA PARTIES' ABILITY TO DRAW ON THE DECOMMISSIONING SECURITY, IN ANY RESPECT. FOR THE AVOIDANCE OF DOUBT, ANY AND ALL CLAIMS THE APACHE PSA PARTIES MAY HAVE AGAINST FWE I RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND ANY SECURITY OBTAINED, PROVIDED, OR PLEDGED IN CONNECTION WITH THE DECOMMISSIONING AGREEMENT WILL BE PRESERVED AND ANY AND ALL CLAIMS FWE I MAY HAVE AGAINST THE APACHE PSA PARTIES RELATED TO THE DECOMMISSIONING AGREEMENT ARISING POST-EFFECTIVE DATE AND THE DECOMMISSIONING SECURITY WILL BE PRESERVED.

(c) ***Release of Liens.*** Except as otherwise specifically provided in the Plan or in any contract, instrument, release, or other agreement or document contemplated under or executed in connection with the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is secured and Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Post-Effective Date Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or filing being required to be made by the Debtors. For the avoidance of doubt, all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part A of Schedule I of the Plan of Merger) held by the Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall be released, discharged, and of no further force or effect as of the Effective Date.

10.8 Exculpation.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE RIGHTS THAT REMAIN IN EFFECT FROM AND AFTER THE EFFECTIVE DATE TO ENFORCE THE PLAN, THE CONFIRMATION ORDER AND THE OBLIGATIONS CONTEMPLATED BY THE DOCUMENTS IN THE PLAN SUPPLEMENT, THE APACHE DEFINITIVE DOCUMENTS, THE CREDIT BID PURCHASE AGREEMENT, THE BACKSTOP COMMITMENT LETTER, THE EXIT FACILITY DOCUMENTS, AND THE RESTRUCTURING TRANSACTIONS, NO EXCULPATED PARTY WILL HAVE OR INCUR, AND EACH EXCULPATED PARTY WILL BE RELEASED AND EXCULPATED FROM, ANY CLAIM, OBLIGATION, SUIT, JUDGMENT, DAMAGE, DEMAND, DEBT, RIGHT, REMEDY LOSS, LIABILITY AND CAUSE OF ACTION IN CONNECTION WITH OR ARISING OUT OF THE ADMINISTRATION OF THE CHAPTER 11 CASES; THE NEGOTIATION AND PURSUIT OF THE DIP FACILITY, THE CREDIT BID PURCHASE AGREEMENT, THE NEW MONEY INVESTMENT, THE EXIT FACILITY DOCUMENTS, THE BACKSTOP COMMITMENT LETTER, THE APACHE DEFINITIVE DOCUMENTS, THE DISCLOSURE STATEMENT, THE RESTRUCTURING, THE PLAN (INCLUDING THE PLAN SUPPLEMENT), AND ALL DOCUMENTS RELATING TO THE FOREGOING, OR THE SOLICITATION OF VOTES FOR, OR CONFIRMATION OF, THE PLAN; THE FUNDING OF THE PLAN; THE OCCURRENCE OF THE EFFECTIVE DATE; THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; THE ISSUANCE OF SECURITIES UNDER OR IN CONNECTION WITH THE PLAN; THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY SECURITY OF THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS; OR THE TRANSACTIONS IN FURTHERANCE OF ANY OF THE FOREGOING; OTHER THAN CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO ANY ACT OR OMISSION OF AN EXCULPATED PARTY THAT CONSTITUTES INTENTIONAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE AS DETERMINED BY A FINAL ORDER, BUT IN ALL RESPECTS

SUCH PERSONS WILL BE ENTITLED TO REASONABLY RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES PURSUANT TO THE PLAN. THE EXCULPATED PARTIES HAVE ACTED IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE WITH REGARD TO THE SOLICITATION OF THE PLAN AND, THEREFORE, ARE NOT, AND ON ACCOUNT OF SUCH DISTRIBUTIONS WILL NOT BE, LIABLE AT ANY TIME FOR THE VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE SOLICITATION OF ACCEPTANCES OR REJECTIONS OF THE PLAN OR SUCH DISTRIBUTIONS MADE PURSUANT TO THE PLAN. THE EXCULPATION WILL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ALL OTHER RELEASES, INDEMNITIES, EXCULPATIONS, AND ANY OTHER APPLICABLE LAW OR RULES PROTECTING SUCH EXCULPATED PARTIES FROM LIABILITY.

10.9 *Injunction Related to Releases and Exculpation.*

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order.

Exhibit C

Leases Related to Purchased Oil & Gas Lease Interests

Purchased Oil & Gas Lease Interests¹

Lease	Type	Rights
G36544	Federal	WI
G36545	Federal	WI
G21176	Federal	WI
G16727	Federal	WI
SL19718	SL- LA	WI
G31442	Federal	WI
SL15683	SL- LA	WI
SL17675	SL- LA	WI
SL17860	SL- LA	WI
G21811	Federal	WI
G15156	Federal	ORRI
G36401	Federal	WI
G33140	Federal	WI
G33177	Federal	ORRI
G33707	Federal	ORRI
G35805	Federal	ORRI
G33140	Federal	ORRI
G27982	Federal	ORRI
G34434	Federal	WI
G27278	Federal	WI
G13943	Federal	WI
G13944	Federal	WI
00127	Federal	WI
00128	Federal	WI
00129	Federal	WI
00130	Federal	WI
00131	Federal	WI
00132	Federal	WI
00133	Federal	WI
00134	Federal	WI
00174	Federal	WI
00175	Federal	WI
00176	Federal	WI
00177	Federal	WI
00179	Federal	WI
00180	Federal	WI
00181	Federal	WI
00182	Federal	WI
00838	Federal	WI

¹ The Debtors and the Consenting FLTL Lenders reserve the right to amend, modify, or supplement this schedule subject to any consent rights under the Restructuring Support Agreement.

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
00839	Federal	WI
G01497	Federal	WI
G01498	Federal	WI
G16727	Federal	ORRI
G26302	Federal	ORRI
G12210	Federal	ORRI
G12209	Federal	WI
G11043	Federal	WI
G12210	Federal	WI
G34536	Federal	WI
G34537	Federal	WI
G34878	Federal	WI
G34879	Federal	WI
G34880	Federal	WI
G34966	Federal	WI
G20051	Federal	ORRI
G05889	Federal	WI
G05900	Federal	WI
G14668	Federal	WI
G34539	Federal	WI
G36405	Federal	WI
G36566	Federal	WI
G36557	Federal	WI
G27509	Federal	ORRI
G35825	Federal	WI
G35828	Federal	WI
G36476	Federal	WI
G35015	Federal	WI
G26302	Federal	WI
G21176	Federal	ORRI
G18192	Federal	WI
G19966	Federal	WI
G28021	Federal	WI
G28022	Federal	WI
G32343	Federal	WI
G33757	Federal	WI
G24133	Federal	WI
G24134	Federal	WI
G28030	Federal	WI
G32363	Federal	WI
G36400	Federal	WI
G35963	Federal	WI
G36537	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G36538	Federal	WI
G36540	Federal	WI
G36880	Federal	WI
13002	SL-IN	ORRI
SL17009	SL-LA	ORRI
SL19051	SL-LA	WI
23017	SL-MS	ORRI
42091	SL-TX	ORRI
47000	SL-WV	ORRI
170650	SL-MS	ORRI
230140	SL-MS	ORRI
230150	SL-MS	ORRI
231240	SL-MS	ORRI
G34428	Federal	WI
G34429	Federal	WI
G36772	Federal	WI
G36773	Federal	WI
G10794	Federal	WI
G15277	Federal	WI
G02592	Federal	WI
00786	Federal	ORRI
G01192	Federal	WI
00020	Federal	WI
G04000	Federal	WI
G21685	Federal	WI
G24987	Federal	WI
G36814	Federal	WI
G36021	Federal	WI
G35806	Federal	WI
G21817	Federal	WI
G27070	Federal	WI
G09522	Federal	WI
G09524	Federal	WI
G10687	Federal	WI
G04421	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Exhibit D

Leases Related to FWE I Oil & Gas Lease Interests

FWE I Oil & Gas Lease Interests¹

Lease	Type	Rights
G06069	Federal	WI
G01757	Federal	WI
G02665	Federal	WI
G21142	Federal	WI
G32267	Federal	WI
G32268	Federal	WI
G01440	Federal	WI
SL16473	SL - LA	WI
SL16475	SL - LA	WI
SL18121	SL - LA	WI
G00972	Federal	WI
G00974	Federal	WI
G02063	Federal	WI
G25933	Federal	WI
G13572	Federal	WI
00049	Federal	WI
00050	Federal	WI
00051	Federal	WI
00052	Federal	WI
G01220	Federal	WI
G03152	Federal	WI
00438	Federal	WI
G03782	Federal	WI
G13622	Federal	WI
G10736	Federal	WI
G05502	Federal	WI
G05503	Federal	WI
G05550	Federal	WI
G33646	Federal	WI
G05504	Federal	ORRI
G05504	Federal	WI
G02110	Federal	WI
G02112	Federal	WI
G02912	Federal	WI
G05040	Federal	WI
G24912	Federal	WI
G02115	Federal	WI
G02317	Federal	WI
G15263	Federal	WI

¹ The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G03332	Federal	WI
G10752	Federal	WI
G3332	Federal	ORRI
G02319	Federal	WI
G14482	Federal	WI
G21647	Federal	WI
G02324	Federal	WI
G03783	Federal	WI
00479	Federal	WI
G23851	Federal	WI
G17966	Federal	WI
00423	Federal	WI
00443	Federal	WI
00809	Federal	WI
G00978	Federal	WI
G36745	Federal	ORRI
00810	Federal	WI
00810	Federal	ORRI
G01958	Federal	WI
G02601	Federal	WI
00044	Federal	WI
G05800	Federal	WI
G16454	Federal	WI
G16455	Federal	WI
G31470	Federal	WI
G02310	Federal	WI
G02698	Federal	WI
G15740	Federal	WI
G25524	Federal	WI
G13943	Federal	WI
G13944	Federal	WI
00127	Federal	WI
00128	Federal	WI
00129	Federal	WI
00130	Federal	WI
00131	Federal	WI
00132	Federal	WI
00133	Federal	WI
00134	Federal	WI
00174	Federal	WI
00175	Federal	WI
00176	Federal	WI
00177	Federal	WI
00179	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
00180	Federal	WI
00181	Federal	WI
00182	Federal	WI
00838	Federal	WI
00839	Federal	WI
G01497	Federal	WI
G01498	Federal	WI
G02161	Federal	WI
G02163	Federal	WI
G02353	Federal	WI
G02354	Federal	WI
G06156	Federal	WI
G01848	Federal	WI
G03228	Federal	WI
G03236	Federal	WI
G20660	Federal	WI
G02423	Federal	WI
G25605	Federal	WI
G02750	Federal	WI
G02754	Federal	WI
G02754	Federal	ORRI
G02366	Federal	WI
G02372	Federal	WI
G17199	Federal	WI
G02719	Federal	WI
G18959	Federal	WI
G02392	Federal	WI
G02393	Federal	WI
G02721	Federal	WI
G02722	Federal	WI
G02757	Federal	WI
G06164	Federal	WI
G03229	Federal	WI
G03237	Federal	WI
G12564	Federal	WI
G11383	Federal	WI
G02367	Federal	WI
SL06618	SL- LA	ORRI
SL12503	SL- LA	ORRI
G02193	Federal	WI
G07827	Federal	WI
G07828	Federal	WI
G07898	Federal	WI
G13055	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G22812	Federal	ORRI
G01666	Federal	WI
G15395	Federal	WI
G15395	Federal	ORRI
G01667	Federal	WI
G32263	Federal	WI
G01673	Federal	WI
G04253	Federal	WI
G01317	Federal	WI
G04486	Federal	WI
G03339	Federal	WI
G04126	Federal	WI
G08467	Federal	WI
G08760	Federal	WI
G32265	Federal	WI
G02213	Federal	WI
G16520	Federal	WI
G32264	Federal	WI
G33693	Federal	WI
G03194	Federal	WI
G08461	Federal	WI
G14576	Federal	WI
G04909	Federal	ORRI
G04481	Federal	WI
G03088	Federal	WI
G05000	Federal	WI
G06043	Federal	WI
G05169	Federal	WI
MF-79413	SL - TX	WI
MF80522	SL - TX	WI
MF88560	SL - TX	WI
MF-88562	SL - TX	WI
G09777	Federal	WI
G18192	Federal	WI
G18192	Federal	ORRI
G21742	Federal	WI
G21742	Federal	ORRI
G28351	Federal	ORRI
G02968	Federal	WI
G26176	Federal	WI
G03068	Federal	WI
G03061	Federal	WI
00046	Federal	WI
00126	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
00228	Federal	WI
00297	Federal	WI
00508	Federal	WI
00509	Federal	WI
00511	Federal	WI
00513	Federal	WI
00518	Federal	WI
00526	Federal	WI
00548	Federal	WI
00549	Federal	WI
00594	Federal	WI
00740	Federal	WI
00758	Federal	WI
00797	Federal	WI
00802	Federal	WI
00811	Federal	WI
00812	Federal	WI
00813	Federal	WI
G00900	Federal	WI
G00971	Federal	WI
G01038	Federal	WI
G01073	Federal	WI
G01252	Federal	WI
G01261	Federal	WI
G01269	Federal	WI
G01329	Federal	WI
G01356	Federal	WI
G01357	Federal	WI
G01580	Federal	WI
G01880	Federal	WI
G01972	Federal	WI
G01998	Federal	WI
G02037	Federal	WI
G02045	Federal	WI
G02278	Federal	WI
G02428	Federal	WI
G02608	Federal	WI
G02628	Federal	WI
G03414	Federal	WI
G03587	Federal	WI
G03733	Federal	WI
G03811	Federal	WI
G03940	Federal	WI
G03958	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G04001	Federal	WI
G04002	Federal	WI
G04003	Federal	WI
G04098	Federal	WI
G04397	Federal	WI
G04548	Federal	WI
G04703	Federal	WI
G05058	Federal	WI
G05292	Federal	WI
G05488	Federal	WI
G05560	Federal	WI
G05610	Federal	WI
G06105	Federal	WI
G06166	Federal	WI
G06390	Federal	WI
G07619	Federal	WI
G07825	Federal	WI
G07901	Federal	WI
G08361	Federal	WI
G08362	Federal	WI
G08363	Federal	WI
G08364	Federal	WI
G08365	Federal	WI
G08366	Federal	WI
G08367	Federal	WI
G08368	Federal	WI
G08753	Federal	WI
G09591	Federal	WI
G09592	Federal	WI
G09651	Federal	WI
G10426	Federal	WI
G10427	Federal	WI
G10721	Federal	WI
G12020	Federal	WI
G12761	Federal	WI
G13821	Federal	WI
G13897	Federal	WI
G13987	Federal	WI
G15078	Federal	WI
G15241	Federal	WI
G16353	Federal	WI
G16470	Federal	WI
G16541	Federal	WI
G17789	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G17858	Federal	WI
G18011	Federal	WI
G22236	Federal	WI
G22772	Federal	WI
G23199	Federal	WI
G23840	Federal	WI
G23876	Federal	WI
G26152	Federal	WI
G27173	Federal	WI
G30679	Federal	WI
G31404	Federal	WI
G31431	Federal	WI
G32114	Federal	WI
G32153	Federal	WI
G32159	Federal	WI
G32206	Federal	WI
G32217	Federal	WI
G32232	Federal	WI
G32272	Federal	WI
G32724	Federal	WI
G32733	Federal	WI
G32747	Federal	WI
G32748	Federal	WI
G32760	Federal	WI
G32761	Federal	WI
G32762	Federal	WI
G32763	Federal	WI
G32764	Federal	WI
G32767	Federal	WI
G32769	Federal	WI
G32770	Federal	WI
G32777	Federal	WI
G33046	Federal	WI
G33061	Federal	WI
G33064	Federal	WI
G33072	Federal	WI
G33073	Federal	WI
G33084	Federal	WI
G33106	Federal	WI
G33110	Federal	WI
G33131	Federal	WI
G33132	Federal	WI
G33134	Federal	WI
G33137	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G33139	Federal	WI
G33392	Federal	WI
G33399	Federal	WI
G33412	Federal	WI
G33413	Federal	WI
G33558	Federal	WI
G33593	Federal	WI
G33594	Federal	WI
G33610	Federal	WI
G33625	Federal	WI
G33626	Federal	WI
G33650	Federal	WI
G33652	Federal	WI
G33671	Federal	WI
G33683	Federal	WI
G33684	Federal	WI
G33691	Federal	WI
G33697	Federal	WI
G33704	Federal	WI
G33708	Federal	WI
G33709	Federal	WI
G34022	Federal	WI
G34034	Federal	WI
G34035	Federal	WI
G34213	Federal	WI
G34216	Federal	WI
G34217	Federal	WI
G34218	Federal	WI
G34219	Federal	WI
G34220	Federal	WI
G34228	Federal	WI
G34229	Federal	WI
G34230	Federal	WI
G34232	Federal	WI
G34233	Federal	WI
G34234	Federal	WI
G34235	Federal	WI
G34237	Federal	WI
G34238	Federal	WI
G34239	Federal	WI
G34240	Federal	WI
G34251	Federal	WI
G34252	Federal	WI
G34253	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G34273	Federal	WI
G34274	Federal	WI
G34275	Federal	WI
G34276	Federal	WI
G34277	Federal	WI
G34278	Federal	WI
G34279	Federal	WI
G34284	Federal	WI
G34286	Federal	WI
G34287	Federal	WI
G34292	Federal	WI
G34293	Federal	WI
G34294	Federal	WI
G34296	Federal	WI
G34301	Federal	WI
G34303	Federal	WI
G34331	Federal	WI
G34341	Federal	WI
G34354	Federal	WI
G34365	Federal	WI
G34366	Federal	WI
G34367	Federal	WI
G34375	Federal	WI
G34376	Federal	WI
G34377	Federal	WI
G34378	Federal	WI
G34380	Federal	WI
G34381	Federal	WI
G34382	Federal	WI
G34388	Federal	WI
G34391	Federal	WI
G34392	Federal	WI
G34393	Federal	WI
G34394	Federal	WI
G34395	Federal	WI
G34396	Federal	WI
G34403	Federal	WI
G34408	Federal	WI
G34415	Federal	WI
G34515	Federal	WI
G34670	Federal	WI
G34677	Federal	WI
G34678	Federal	WI
G34796	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G34857	Federal	WI
G34860	Federal	WI
G34861	Federal	WI
G34862	Federal	WI
G34865	Federal	WI
G34866	Federal	WI
G34872	Federal	WI
G34877	Federal	WI
G05953	Federal	WI
G05954	Federal	WI
G02274	Federal	WI
G04143	Federal	WI
G09614	Federal	WI
G12940	Federal	WI
G12941	Federal	WI
G12941	Federal	ORRI
00453	Federal	ORRI
G34831	Federal	WI
00419	Federal	ORRI
G15282	Federal	WI
G11984	Federal	WI
00820	Federal	WI
G03998	Federal	WI
G13917	Federal	WI
G15288	Federal	WI
G05551	Federal	WI
G04232	Federal	WI
G05203	Federal	WI
G05204	Federal	WI
G4232	Federal	ORRI
G10775	Federal	WI
G01522	Federal	WI
G01523	Federal	WI
G01524	Federal	WI
00593	Federal	WI
G12355	Federal	WI
G12358	Federal	WI
G01520	Federal	WI
G10780	Federal	WI
G10780	Federal	ORRI
G01030	Federal	WI
G1030	Federal	ORRI
G05044	Federal	WI
G01039	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G09627	Federal	WI
G10785	Federal	WI
00333	Federal	WI
00334	Federal	WI
00335	Federal	WI
00336	Federal	WI
00336	Federal	ORRI
G02923	Federal	WI
G26074	Federal	WI
G26074	Federal	ORRI
G15312	Federal	WI
G07746	Federal	ORRI
G12349	Federal	ORRI
G02919	Federal	WI
G01181	Federal	WI
G01182	Federal	WI
G08680	Federal	WI
G02279	Federal	WI
G03776	Federal	WI
G17938	Federal	WI
G02587	Federal	WI
G02883	Federal	WI
G02282	Federal	WI
G02588	Federal	WI
G02589	Federal	WI
G02592	Federal	WI
G16325	Federal	WI
G19776	Federal	WI
G22679	Federal	WI
G22679	Federal	ORRI
00310	Federal	WI
G02311	Federal	WI
G02600	Federal	WI
G14456	Federal	WI
00786	Federal	WI
G01192	Federal	WI
G01198	Federal	WI
G01208	Federal	WI
G21618	Federal	WI
00792	Federal	WI
G02885	Federal	WI
G04809	Federal	WI
G01194	Federal	WI
G01609	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G01614	Federal	WI
G01294	Federal	WI
G01610	Federal	WI
G01901	Federal	WI
G01966	Federal	WI
G01967	Federal	WI
G1611	Federal	ORRI
G05051	Federal	WI
G05052	Federal	ORRI
G10894	Federal	WI
G01618	Federal	WI
G07799	Federal	WI
G10883	Federal	WI
00071	Federal	WI
G02917	Federal	WI
G02924	Federal	WI
G02925	Federal	WI
G04234	Federal	WI
G14535	Federal	WI
G24956	Federal	WI
00020	Federal	WI
G04000	Federal	WI
G01960	Federal	WI
G01248	Federal	WI
G05612	Federal	WI
G05613	Federal	WI
G13938	Federal	WI
G05646	Federal	WI
G07780	Federal	WI
G12981	Federal	WI
G24990	Federal	WI
G31418	Federal	WI
G22762	Federal	WI
G05431	Federal	ORRI
G17912	Federal	ORRI
G03328	Federal	WI
G03328	Federal	ORRI
G34257	Federal	WI
G01955	Federal	WI
G04800	Federal	WI
G21096	Federal	WI
G17921	Federal	ORRI
G02580	Federal	WI
G16314	Federal	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
G15212	Federal	WI
G04921	Federal	WI
G07890	Federal	WI
G10930	Federal	WI
G10933	Federal	WI
G06884	Federal	WI
G15436	Federal	WI
00081	Federal	WI
00082	Federal	WI
G01953	Federal	WI
G05299	Federal	WI
G13563	Federal	WI
G04818	Federal	WI
G24730	Federal	WI
G15050	Federal	WI
00244	Federal	WI
G01860	Federal	WI
G02819	Federal	WI
G02825	Federal	WI
G02826	Federal	WI
G03251	Federal	WI
G03256	Federal	WI
00247	Federal	WI
G23735	Federal	WI
00841	Federal	WI
00842	Federal	WI
G13645	Federal	WI
G19843	Federal	WI
G01106	Federal	WI
G01106	Federal	ORRI
G01085	Federal	WI
00840	Federal	WI
G01089	Federal	WI
G12360	Federal	WI
00420	Federal	ORRI
G03197	Federal	ORRI
G09514	Federal	WI
G10794	Federal	ORRI
G10910	Federal	ORRI
G21108	Federal	ORRI
G3197	Federal	ORRI
G4437	Federal	ORRI
MF100410	SL - TX	WI
MF100411	SL - TX	WI

KEY: ORRI = Overriding Royalty Interest; WI = Working Interest

Lease	Type	Rights
MF100412	SL - TX	WI
MF100413	SL - TX	WI
MF100414	SL - TX	WI
MF101898	SL - TX	WI
MF93351	SL - TX	WI
MF96146	SL - TX	WI
MF96147	SL - TX	WI
MF98761	SL - TX	WI
SL03771	SL - LA	WI
SL03773	SL - LA	WI
SL13580	SL - LA	WI
SL13890	SL - LA	WI
SL13891	SL - LA	WI
SL13892	SL - LA	WI
SL96146	SL - TX	WI
STATE OF ALABAMA 627	SL - AL	WI
00229	Federal	WI
00577	Federal	WI
00680	Federal	WI
G02439	Federal	WI
G03959	Federal	WI
G10910	Federal	WI
G12027	Federal	WI
G13576	Federal	WI
G23736	Federal	WI
00775	Federal	WI
G01361	Federal	WI
G01870	Federal	WI
G02620	Federal	WI
G10638	Federal	WI
G33690	Federal	WI

Exhibit E

Leases Related to FWE III Oil & Gas Lease Interests

FWE III Oil & Gas Lease Interests¹

Lease	Type	Rights
G21580	Federal	WI
G21142	Federal	WI
G01772	Federal	WI
G01773	Federal	WI
G01777	Federal	WI
G03793	Federal	WI
G02359	Federal	WI
G09707	Federal	WI
G10902	Federal	WI
G16320	Federal	WI
G23933	Federal	WI
G16535	Federal	WI
G10930	Federal	WI
G10933	Federal	WI
G05438	Federal	WI
G04215	Federal	WI
G09514	Federal	WI
G14417	Federal	WI
G22510	Federal	WI
G04818	Federal	WI
G02360	Federal	WI

¹ The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

KEY: WI = Working Interest

Exhibit F
Leases Related to Abandoned Properties

Abandoned Properties¹

Lease	Type	Rights
G01754	Federal	WI
G01757	Federal	WI
G02665	Federal	WI
SL03770	SL- LA	WI
G02645	Federal	WI
G02646	Federal	WI
G02647	Federal	WI
G02648	Federal	WI
G06280	Federal	WI
G07397	Federal	WI
G03540	Federal	WI
G08658	Federal	WI
G09478	Federal	WI
G13592	Federal	WI
G14385	Federal	WI
G15157	Federal	WI
00438	Federal	WI
G02110	Federal	WI
00196	Federal	WI
G02319	Federal	WI
00479	Federal	WI
00425	Federal	WI
SL19152	SL- LA	WI
SL19154	SL- LA	WI
SL19266	SL- LA	WI
SL19269	SL- LA	WI
Caroline Baker Trust No 1	Onshore	WI
JMB Partnership	Onshore	WI
Richardson A Caffery et al	Onshore	WI
G15740	Federal	WI
G25524	Federal	WI
G30654	Federal	WI
G24154	Federal	WI
G12210	Federal	WI
G25605	Federal	WI
G02750	Federal	WI
G02754	Federal	WI
G02366	Federal	WI

¹ The Debtors reserve the right to amend, modify, or supplement this schedule in accordance with the terms of the Plan and subject to any consent rights under the Restructuring Support Agreement.

KEY: WI = Working Interest

Lease	Type	Rights
G02372	Federal	WI
G04081	Federal	WI
G02388	Federal	WI
G02389	Federal	WI
G02719	Federal	WI
G18959	Federal	WI
G02392	Federal	WI
G02393	Federal	WI
G02721	Federal	WI
G02722	Federal	WI
G02757	Federal	WI
106158	SL - TX	WI
106159	SL - TX	WI
114921	SL - TX	WI
G02696	Federal	WI
G22792	Federal	WI
G22794	Federal	WI
G04481	Federal	WI
G05062	Federal	WI
14519	SL - TX	WI
14520	SL - TX	WI
14914	SL - TX	WI
00434	Federal	WI
00820	Federal	WI
00590	Federal	WI
G04232	Federal	WI
G01522	Federal	WI
G01523	Federal	WI
G01524	Federal	WI
G01520	Federal	WI
00828	Federal	WI
G01528	Federal	WI
G03169	Federal	WI
G15293	Federal	WI
G01027	Federal	WI
G01028	Federal	WI
G01029	Federal	WI
G01030	Federal	WI
G01037	Federal	WI
G01038	Federal	WI
G01031	Federal	WI
G01529	Federal	WI
G02923	Federal	WI

KEY: WI = Working Interest

Lease	Type	Rights
G07760	Federal	WI
G09631	Federal	WI
G02282	Federal	WI
G02588	Federal	WI
G02589	Federal	WI
G16325	Federal	WI
G19776	Federal	WI
G01216	Federal	WI
G22679	Federal	WI
G27918	Federal	WI
G06693	Federal	WI
G09546	Federal	WI
G21106	Federal	WI
G02310	Federal	WI
G02311	Federal	WI
G02600	Federal	WI
G14456	Federal	WI
G13607	Federal	WI
G01198	Federal	WI
00697	Federal	WI
SL03011	SL- LA	WI
SL16869	SL- LA	WI
G01608	Federal	WI
G01609	Federal	WI
G01611	Federal	WI
G01612	Federal	WI
G02137	Federal	WI
G02938	Federal	WI
G02942	Federal	WI
G02943	Federal	WI
G03171	Federal	WI
G03593	Federal	WI
G22762	Federal	WI
G23946	Federal	WI
111650	SL - TX	WI
114988	SL - TX	WI
115727	SL - TX	WI
G19760	Federal	WI
G19761	Federal	WI
G03328	Federal	WI
G34257	Federal	WI
G14412	Federal	WI
G23829	Federal	WI

KEY: WI = Working Interest

Lease	Type	Rights
G24870	Federal	WI
G24872	Federal	WI
G11881	Federal	WI
G01172	Federal	WI
G06888	Federal	WI
G15445	Federal	WI
G15441	Federal	WI
SL18287	SL- LA	WI
G01997	Federal	WI
G24730	Federal	WI
G02825	Federal	WI
G02826	Federal	WI
G02220	Federal	WI
G02549	Federal	WI
G10594	Federal	WI
G03520	Federal	WI
G23735	Federal	WI
G13645	Federal	WI
G19843	Federal	WI
G04473	Federal	WI
G19839	Federal	WI
G25008	Federal	WI
G01083	Federal	WI
G01084	Federal	WI
G01449	Federal	WI
G01874	Federal	WI
G01989	Federal	WI
G02136	Federal	WI
G02934	Federal	WI
G04243	Federal	WI
G04895	Federal	WI
G01089	Federal	WI
G12360	Federal	WI
5749	SL-TX	WI
5797	SL-TX	WI
09061	SL-TX	WI
10772	SL-TX	WI
SL17072	SL-LA	WI
19334	SL-TX	WI
20599	SL-TX	WI
23729	SL-TX	WI
24318	SL-TX	WI
42141	SL-TX	WI

KEY: WI = Working Interest

Lease	Type	Rights
42450	SL-LA	WI
136449	SL-TX	WI
168986	SL-TX	WI
172915	SL-TX	WI
172916	SL-TX	WI
178537	SL-TX	WI
183756	SL-TX	WI
185633	SL-TX	WI
186891	SL-TX	WI
189098	SL-TX	WI
191681	SL-TX	WI
206882	SL-TX	WI
207398	SL-TX	WI
227360	SL-TX	WI
234082	SL-TX	WI
242116	SL-TX	WI
255675	SL-TX	WI
490100	Louisiana	WI
G01253	Federal	WI
G23740	Federal	WI

KEY: WI = Working Interest

Exhibit G
Apache Term Sheet Implementation Agreement

Apache Term Sheet Implementation Agreement

This IMPLEMENTATION AGREEMENT (the “**Agreement**”) is made and entered into as of January 1, 2021, by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**FWE**”), and GOM Shelf LLC, a Delaware limited liability company (collectively, the “**Fieldwood PSA Parties**”) and (b) Apache Corporation (“**Apache**”), Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC (collectively, the “**Apache PSA Parties**”) (each, a “**Party**” and collectively, the “**Parties**”) to implement the transactions contemplated by or related to the term sheet attached hereto as **Exhibit A** (the “**Apache Term Sheet**”).

RECITALS

WHEREAS, on July 31, 2020, the Parties executed a letter agreement whereby each of the Parties agreed (i) to work to implement the terms of the Apache Term Sheet in accordance therewith and (ii) to execute and support a restructuring support agreement with certain consent rights for Apache and consistent in all respects with the terms of the Apache Term Sheet;

WHEREAS, commencing on August 3, 2020 (the “**Petition Date**”), FWE and certain of its affiliates each filed with the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) a voluntary case under chapter 11 of title 11 of the United States Code;

WHEREAS, Apache asserts that it holds prepetition audit claims against FWE related to (a) the 2013 audit of WC 72 for 2011-12 for the remaining amount of \$10,222.37 which amount was included on the April 2016 JIB relating to ENI’s debit pay, (b) credits from Noble Energy to Apache for VK 917 and 962 as shown on the August 2018 JIB in the amount of \$11,413.53, and (c) joint venture expenditure audits #17.2.12 relating to East Breaks 158/159 for 2017, #19.2.11 relating to the Main Pass 302 #B19 Well for 2019, #19.2.12 relating to East Breaks 158/159 for 2019, and #19.2.22 relating to Viosca Knoll 917/961/962 (Swordfish) for 2019 in the aggregate net amount of \$115,969 (collectively, the “**Apache Audit Claims**”); Apache, as a beneficiary of

The Fieldwood Decommissioning Trust A (“**Trust A**”) created pursuant to that certain Trust Agreement, dated September 30, 2013, by and among the Fieldwood PSA Parties, as Settlers and Primary Beneficiaries, and the Apache PSA Parties and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended, and pursuant to an audit conducted on behalf of Trust A relating to the Fourth and Fifth Amendments to the Decommissioning Agreement, asserts that it holds prepetition claims against FWE relating to funds allegedly improperly withdrawn from Trust A in the aggregate amount of approximately \$5,000,000 (the “**Apache Trust A Claims**”); and Apache asserts that it holds claims against FWE related to FWE’s obligations under the Decommissioning Agreement (the “**Decommissioning Claims**” and, together with the Apache Audit Claims, the Apache Trust A Claims, and any other prepetition claim Apache may assert, the “**Apache Claims**”);

WHEREAS, the Bankruptcy Court has established a general bar date of 5:00 p.m. (Central Time) on November 25, 2020 (the “**General Bar Date**”) for filing proofs of claim against the Fieldwood PSA Parties; the Parties hereto entered into that certain stipulation, dated as of November 24, 2020, thereby agreeing to extend the General Bar Date as to the Apache Claims in contemplation of the resolution of the Apache Claims as set forth in the RSA (as defined below), the Apache Term Sheet, and the Apache Definitive Documents (as defined below);

WHEREAS, that certain *Restructuring Support Agreement*, dated as of August 4, 2020 (the “**RSA**”), was entered into by and among (i) the Company¹ (including the Fieldwood PSA Parties); (ii) the Consenting FLTL Lenders; (iii) the Consenting SLTL Lenders (together with the Consenting FLTL Lenders, the “**Consenting Creditors**”); and (iv) Apache (collectively, the

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the RSA, unless indicated otherwise.

“**RSA Parties**”), pursuant to which the RSA Parties agreed to support a financial restructuring of the Company as provided therein;

WHEREAS, the Company and the Consenting Creditors have agreed that certain interests in certain non-Legacy Apache Properties and the properties included in the fields listed on Schedule A to the Apache Term Sheet as “Ownership and Operatorship” (the “**Retained Properties**”) (such non-Legacy Apache Properties and the Retained Properties, collectively, the “**Credit Bid Acquired Interests**”) will be sold and conveyed to, and certain liabilities and obligations of the Debtors will be assumed by and will constitute liabilities and obligations of (such liabilities and obligations, collectively, the “**Credit Bid Assumed Liabilities**”), an entity to be formed for purposes of consummating the transactions under the Credit Bid Purchase Agreement (“**Credit Bid Purchaser**”), pursuant to a purchase and sale agreement (the “**Credit Bid Purchase Agreement**”);

WHEREAS, pursuant to the RSA, the Company agreed to, among other things: (i) negotiate in good faith the definitive documents implementing the transactions contemplated by or relating to the Apache Term Sheet (the “**Apache Definitive Documents**”); (ii) use commercially reasonable efforts to execute and deliver the Apache Definitive Documents; and (iii) use commercially reasonable efforts to consummate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, Apache agreed to, among other things: (i) support and take all actions necessary or reasonably requested by the Company to facilitate the finalization of the Apache Definitive Documents; and (ii) support and take all actions necessary or reasonably requested by the Company to facilitate the transactions contemplated under the Apache Definitive Documents;

WHEREAS, pursuant to the RSA, the Apache Definitive Documents shall be in a form reasonably acceptable to the Company, Apache, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders;

WHEREAS, pursuant to the Apache Term Sheet, Apache acknowledged and agreed that the Apache Definitive Documents shall be subject to the approval of holders of consent rights as set forth in the RSA, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in the Apache Term Sheet or the Restructuring Term Sheet shall not be considered unreasonably withholding approval;

WHEREAS, the Apache Term Sheet provides that the parties thereto agree to negotiate mutually agreeable Apache Definitive Documents no later than 45 days after the Petition Date, which deadline the Parties have mutually agreed to extend to January 1, 2021;

WHEREAS, the RSA provides that it shall be a DIP Commitment Parties Termination Event if the Company shall not have complied with the deadline requiring the finalization of the Apache Definitive Documents by no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

WHEREAS, pursuant to that certain *Senior Secured Debtor-In-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, among Fieldwood Energy Inc., Fieldwood Energy LLC, the Several Lenders, from time to time, and Cantor Fitzgerald Securities, the Apache Definitive Documents shall be finalized no later than 75 days after the Petition Date, which deadline has been extended to January 1, 2021;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Apache Definitive Documents.** The documents below comprise the Apache Definitive Documents as contemplated in the RSA and the Apache Term Sheet:

a. *Conversion of FWE into a Texas Limited Liability Company.*

(i) *Certificate of Conversion (DE) (FWE).* Annexed hereto as **Exhibit 1.**

(ii) *Certificate of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 2.**

(iii) *Plan of Conversion (TX) (FWE).* Annexed hereto as **Exhibit 3.**

(iv) *Certificate of Formation (TX) (FWE).* Annexed hereto as **Exhibit 4.**

b. *Divisional Merger Documents.*

(i) *Agreement and Plan of Merger (TX) (FWE) (the “Plan of Merger”).*

Annexed hereto as **Exhibit 5.**

(ii) *Certificate of Merger (TX) (FWE).* Annexed hereto as **Exhibit 5A.**

(iii) *Certificate of Formation (TX) (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 5B.**

c. *Fieldwood Energy I LLC Agreement.* Annexed hereto as **Exhibit 6.**

d. *ST 308 Bond Form.* Annexed hereto as **Exhibit 7.**

e. *Standby Credit Facility Documents* (collectively, the “**Standby Credit Facility Documents**”).

(i) *Standby Loan Agreement.* Annexed hereto as **Exhibit 8.**

(ii) *Security Agreement.* Annexed hereto as **Exhibit 9.**

(iii) *Guarantee (Fieldwood Energy I LLC).* Annexed hereto as **Exhibit 10.**

(iv) *Guarantee (GOM Shelf LLC).* Annexed hereto as **Exhibit 11.**

(v) *Form of Mortgages.* Annexed hereto as **Exhibit 12.**

f. *Form of Amendment to Unit Operating Agreement.* Annexed hereto as **Exhibit 13**, the form of which shall be modified in a manner consistent with the Apache Term Sheet and this Agreement to amend each operating agreement with respect to the properties included in the fields listed on Schedule A to the Apache Term Sheet as solely “Operatorship” for which Credit Bid Purchaser shall become operator, which amendments shall be subject to the same consent rights of the Required DIP Lenders and Requisite FLTL Lenders as for the Apache Definitive Documents, and the Parties shall enter into such amendments prior to the closing of the transactions contemplated by the Credit Bid Purchase Agreement.

g. *Farmout Agreement.* Annexed hereto as **Exhibit 14**.

h. *Transition Services Agreement.* Annexed hereto as **Exhibit 15**.

i. *SEMS Bridging Agreement.* Annexed hereto as **Exhibit 16**.

j. *Amended BriarLake Sublease.* Annexed hereto as **Exhibit 17**.

k. *Certification of Rights.* Annexed hereto as **Exhibit 18**.

2. Execution of Apache Definitive Documents; Good Faith Cooperation.

Each Party agrees, and Apache expressly acknowledges, that the Company and the Apache PSA Parties have satisfied the requirements under the Apache Term Sheet and the RSA to negotiate mutually agreeable Apache Definitive Documents by the relevant deadlines set forth therein. Subject to and in accordance with the terms of the RSA and Apache Term Sheet, each of the Parties shall negotiate any exhibits, amendments, modifications or supplements to the Apache Definitive Documents in good faith and agree to exercise commercially reasonable efforts with respect to the negotiation, pursuit, approval, execution, delivery, implementation, and consummation of the Apache Definitive Documents. The Parties may, by mutual agreement, amend, modify, or supplement the forms of the Apache Definitive Documents attached hereto or negotiate to add

additional documents to the list of Apache Definitive Documents, consistent with the terms and conditions herein, in the RSA, and in the Apache Term Sheet, and subject to the consent rights of the Parties in the RSA and the Apache Term Sheet, as necessary or desirable to effectuate the Apache Term Sheet and a chapter 11 plan of reorganization that incorporates the transactions contemplated in the Apache Definitive Documents (the “**Plan**”). Subject to the immediately preceding sentence, the Parties shall execute and deliver the Apache Definitive Documents on or before the effective date of the Plan (the “**Effective Date**”). Each Party agrees to use commercially reasonable efforts to execute and deliver the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant Oil Spill Financial Responsibility (“**OSFR**”) form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable laws and contracts the Credit Bid Purchaser as operator (and, as applicable, the designated applicant under OSFR for) the Credit Bid Acquired Interests as promptly as practicable following the closing of the Credit Bid Purchase Agreement, and in any case, prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger (as defined below).

3. **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule I to the Plan of Merger (collectively, the “**FWE I Exhibits**”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache

PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

4. **Plan and Confirmation Order.** As provided in the RSA, provisions in the Plan and Confirmation Order that directly affect the structure of FWE I outlined in the Apache Term Sheet or the economic treatment of Apache remain subject to Apache's review and must be in form and substance reasonably acceptable to Apache, and the Plan and Confirmation Order shall be in form and substance reasonably acceptable to the Debtors, the Requisite DIP Commitment Parties, and the Requisite FLTL Lenders at all times. To facilitate the implementation of the Apache Term Sheet and the Apache Definitive Documents pursuant to the Plan as contemplated in the RSA and the Apache Term Sheet, the Parties agree that subject to the negotiation of mutually agreeable definitive language, any order of the Bankruptcy Court confirming the Plan (the "**Confirmation Order**") shall provide for the following:

(i) FWE shall pay up to \$4 million of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood Energy I LLC ("**FWE I**") and FWE's restructuring, including the negotiation and preparation of the Apache Definitive Documents (collectively, the "**Apache Fees and Expenses**"); provided that amounts paid to Apache on account of the Apache Fees and Expenses shall not be subject to disgorgement unless the transactions contemplated in the Apache Definitive Documents fail to close as a result of Apache's breach of the RSA.

(ii) The Prepetition FLFO Lenders, Prepetition FLTL Lenders, and Prepetition SLTL Lenders shall release (and/or cause the applicable administrative agent or collateral agent to release) all liens and encumbrances on, interests in, and claims against the Legacy Apache Properties (as defined in the Apache Term Sheet) and the other FWE I Assets (as defined in Part

A of Schedule I to the Plan of Merger) and the Consenting Creditors shall release the Apache PSA Parties from any and all causes of action and claims of any kind related to the Legacy Apache Properties arising prior to the date of the Apache Term Sheet Implementation Agreement.

(iii) FWE's assets to be allocated to, possessed by, assumed by, and vested in FWE I and Fieldwood Energy III LLC ("**FWE III**"), respectively, pursuant to the transactions contemplated by and in accordance with the Plan of Merger (the "**Divisive Merger**"), including contracts, leases, oil and gas leases and assets constituting real property interests (including all fee surface interests in land, surface leases, easements, rights of way, servitudes, licenses, franchises, road, railroad, and other surface use permits or agreements), shall be (a) free and clear of (i) any right of consent, notice, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Consent Rights**") and (ii) all preferential purchase rights, rights of first refusal, drag-along rights, tag-along rights, and other similar rights, if any, that are applicable to the vesting of the assets in connection with the Divisive Merger (such rights, the "**Preferential Purchase Rights**"), but (b) subject to and burdened by (x) the liabilities and obligations allocated to and vested in, respectively, FWE I or FWE III, as specified in the Plan of Merger, pursuant to the Divisive Merger (collectively, "**Allocated Obligations**") and (y) Permitted Post-Closing Liens (as defined in the Schedule of Defined Terms for Required Confirmation Order Provisions, attached hereto as **Exhibit B**).

(iv) Entities (as defined under section 101(15) of the Bankruptcy Code) or Parties that fail to timely file an objection are (a) forever barred from objecting to the allocation and vesting of the assets in connection with the Divisive Merger free and clear of all Consent Rights and Preferential Purchase Rights, and from asserting any alleged Consent Rights or Preferential Purchase Rights with respect to the Divisive Merger, and (b) deemed to consent to

and approve the allocation and vesting of the assets free and clear of all Consent Rights and Preferential Purchase Rights, regardless of whether such consent must be in writing pursuant to the terms of any agreement.

(v) Subject to the Implementation Costs Cap (as defined below), FWE III shall, and shall cause its debtor affiliates in the above-captioned chapter 11 cases to, on the Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time (as defined in the Plan of Merger) in connection with the filing of record by or on behalf of FWE I or GOM Shelf LLC of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Divisive Merger or that either FWE I or GOM Shelf LLC determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Divisive Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties (as defined in the Plan of Merger) in GOM Shelf LLC), and (b) the Allocated Obligations have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "**Implementation Costs**"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf LLC, shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests and similar security documentation as is contemplated by the Standby Loan Agreement and the

Standby Credit Facility Documents to secure the obligations of FWE I and GOM Shelf LLC thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

(vi) On the Effective Date, the Decommissioning Agreement shall be assumed by the Fieldwood PSA Parties. The Apache PSA Parties shall consent to such assumption and, upon such assumption, waive any claim for cure or compensation relating to any default that may exist under the Decommissioning Agreement at the time of assumption.

(vii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against GOM Shelf LLC and FWE I following the Divisive Merger (which agreement shall be allocated to FWE I and GOM Shelf LLC under the Divisive Merger), (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Apache PSA Parties shall be deemed Releasing Parties (as defined in the Plan) under the Plan and waive and release any and all pre-Effective Date claims of any kind (including, without limitation, the Apache Audit Claims, the Apache Trust A Claims and any claims that could qualify as administrative expense claims) against the Debtors, their estates and any other Released Party (as defined in the Plan), in all circumstances only to the extent such claims accrued on or prior to the Effective Date and only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security in any respect. For the avoidance of doubt, any and all claims the Apache PSA Parties may have against FWE I related to the Decommissioning Agreement arising post-Effective Date and any security obtained, provided, or pledged in connection with the Decommissioning Agreement (the "**Decommissioning Security**") will be preserved.

(viii) Except for the rights and remedies to enforce (a) the Decommissioning Agreement against the Apache PSA Parties following the Divisive Merger, (b) the Plan, (c) the Confirmation Order, and (d) the obligations contemplated by the Apache Definitive Documents, the Debtors shall waive and release any and all pre-Effective Date claims of any kind against the Apache PSA Parties, in all circumstances only to the extent such claims accrued on or prior to the Effective Date. For the avoidance of doubt, any and all claims FWE I may have against the Apache PSA Parties related to the Decommissioning Agreement arising post-Effective Date and the Decommissioning Security will be preserved.

(ix) With respect to all bonds and letters of credit constituting Decommissioning Security, all claims for premiums, fees, reimbursement, indemnification, or any other claims, fixed, contingent, liquidated, unliquidated, or otherwise against the Debtors held by the companies issuing the bonds or letters of credit, shall neither be allocated to nor become the obligations of FWE I under the Plan of Merger. Notwithstanding the foregoing, all rights of the Apache PSA Parties with respect to such bonds and letters of credit shall be preserved as against such bonding companies and letter of credit issuers in all respects. The Debtors shall not terminate any bonds issued on behalf of the Debtors relating to the Legacy Apache Properties under which any federal, state or local governmental entity is an obligee.

(x) With respect to the agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to a governmental unit with respect to the FWE I Assets (as defined in the Plan of Merger) or GOM Shelf Oil and Gas Properties (as defined in the Plan of Merger), to the extent any such agreements or memberships are also needed in respect to any Credit Bid Acquired Interests or FWE III Assets (as defined in the Plan of Merger) that are set

forth on **Exhibit 23** hereto, then on or before the Effective Date, FWE shall obtain new agreements and membership for such use with respect to the Credit Bid Acquired Interests or FWE III Assets. With respect to any Excluded Contracts (as defined in the Plan of Merger), FWE shall, on or before the Effective Date, prepare and negotiate replacement agreements with the counterparties to such Excluded Contracts upon substantially the same terms as such Excluded Contracts which may be executed by FWE I immediately following the Effective Date.

(xi) The Fieldwood PSA Parties and the Apache PSA Parties may, by mutual agreement, amend and modify, without the consent of the Consenting Creditors, the forms of the agreements governing the terms of employment of the Independent Director (as defined in the Apache Term Sheet) of FWE I and of the “sole manager” (as that term is used in the Apache Term Sheet) of FWE I (the “**Sole Manager**”), and the form of the agreement with the “service provider” (as that term is used in the Apache Term Sheet) of FWE I (the “**Contract Services Provider**”) to be included in the bid package for the Contract Services Provider (collectively, such forms of agreement comprise the “**Fieldwood I Administrative Documents**”).

(xii) The Bankruptcy Court (i) approves the Apache Definitive Documents and all transactions contemplated by the Apache Term Sheet Implementation Agreement, including the Plan of Merger and Standby Credit Facility Documents, and all actions to be taken, undertakings to be made, and obligations to be incurred by FWE I contemplated thereby; and (ii) following the consummation of the Plan of Merger, authorizes FWE I, without further notice to or action, order, or approval of this Bankruptcy Court and without the need for any further corporate or shareholder action, to enter into, deliver, and fully perform its obligations under the Apache Definitive Documents, including without limitation, the Standby Credit Facility Documents. Upon entry of the Confirmation Order, FWE I or the Sole Manager, as applicable,

shall be authorized and empowered, without further approval of the Bankruptcy Court or any other party, to take such actions and perform such acts as may be necessary, convenient, desirable, or appropriate to execute and deliver the Apache Definitive Documents in accordance with the Plan and to execute and deliver all documents relating thereto and to perform all of their obligations thereunder. On the Effective Date, the Apache Definitive Documents shall constitute legal, valid, binding, and authorized obligations of FWE I, enforceable in accordance with their terms, and such obligations of FWE I shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I or the Post-Effective Date Debtors (as defined in the Plan) under applicable law, the Plan, or the Confirmation Order. On the Effective Date, all liens granted pursuant to, or in connection with, the Apache Definitive Documents shall be deemed granted by FWE I and/or GOM Shelf LLC, in each case, pursuant to the Apache Definitive Documents. On the Effective Date, all liens granted pursuant to, or in connection with Apache Definitive Documents, as applicable, (i) shall be valid, binding, perfected, enforceable liens and security interests in the property described in the applicable Apache Definitive Documents granted by FWE I and/or GOM Shelf LLC pursuant to the Apache Definitive Documents, as applicable, with the priorities established in respect thereof under applicable non-bankruptcy law and the Apache Definitive Documents, including, but not limited to, the Mortgages, Security Agreement or Standby Loan Agreement and (ii) shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination by FWE I and/or GOM Shelf LLC under applicable law, the Plan, or the Confirmation Order. For the avoidance of doubt, the liens granted to Apache pursuant to the Recharacterization Mortgages (as such term is defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) upon any recharacterization of the Trust A

or Trust A-1 NPIs (as such terms are defined in the Decommissioning Agreement, as amended from time to time, and as supplemented by the Recharacterization Mortgages) shall be senior in all respects to any other liens.

5. **Implementation Costs Cap.** No later than twenty-one (21) days after the effective date of this Agreement (as such date may be extended upon mutual written consent by the Parties including via email), the Parties shall mutually agree in good faith on the estimated amount of Implementation Costs to be funded by the Debtors (such amount, the “**Implementation Costs Cap**”). In the event the Parties are unable to reach a mutual agreement as to the Implementation Costs Cap, the determination shall be submitted to and determined by the law firm of Geiger Laborde & Laperouse, LLC (the “**Referee**”). If the Referee shall be responsible for determining the Implementation Costs Cap, each Party will be required to submit its respective estimate regarding the Implementation Costs Cap to the Referee. The Referee will then conduct its own investigation and issue its decision regarding the Implementation Costs Cap, where such amount shall not be (i) higher than the highest estimate submitted by a Party, or (ii) lower than the lowest estimate submitted by a Party. The Referee’s decision shall be considered final and binding. Moreover, the Parties will each pay half of the total costs relating to the Referee’s determination of the Implementation Costs Cap. The Apache PSA Parties’ portion of such costs shall not be considered Apache Fees and Expenses.

6. **Fieldwood I Administrative Documents.** The documents below comprise the Fieldwood I Administrative Documents:

- (i) *Sole Manager Agreement.* Annexed hereto as **Exhibit 19.**
- (ii) *Independent Director Agreement.* Annexed hereto as **Exhibit 20.**

(iii) *Form of Contract Services Agreement*, to be included in the bid package for the Contract Services Provider. Annexed hereto as **Exhibit 21**.

(a) Any waivers, amendments, or modifications made to the Fieldwood I Administrative Documents or any provisions contained therein shall be made by mutual agreement between the Fieldwood PSA Parties and the Apache PSA Parties without the consent of the Consenting Lenders.

7. Termination of Agreement and Tolling of General Bar Date.

(a) This Agreement shall terminate upon the earlier to occur of (i) the termination of the RSA and (ii) the termination of Apache as a party to the RSA. Upon termination of this Agreement, each Party shall be immediately released from its obligations, commitments, undertakings and agreements under or related to this Agreement; provided that in no event shall any such termination relieve a Party from liability for its breach or non-performance of its obligations hereunder prior to the date of such termination.

(b) Notwithstanding the General Bar Date, the Parties agree that Apache shall not file a proof of claim against the Debtors on account of the Apache Claims until after the earliest to occur of the following (the date of the earliest to occur of the following, the “**Apache POC Filing Date**”): (i) the date that this Agreement is terminated, (ii) the date that FWE, without Apache’s express, written consent, files a plan of reorganization materially inconsistent with the RSA, the Apache Term Sheet, or the Apache Definitive Documents, (iii) the date that FWE’s chapter 11 case is converted to a case under chapter 7, and (iv) January 15, 2021 if the RSA has not been amended to modify or remove the requirement that Apache timely vote its Claims and Interests to accept the Plan contemplated by the RSA. Following the occurrence of the Apache POC Initial Filing Date, at any time within the period of thirty (30) days after the Apache POC

Initial Filing Date, Apache shall have the right to file a proof of claim or proofs of claim against the Debtors on account of the Apache Claims. The terms of this paragraph 7(b) shall survive the termination of this Agreement.

8. **363 Credit Bid Transaction.** In the event the credit bid sale transaction to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) is pursued pursuant to section 363 of the Bankruptcy Code as contemplated in the Plan (the “**363 Credit Bid Transaction**”), the Apache PSA Parties agree, consistent with their obligations under the RSA, to support and take reasonable actions to facilitate the 363 Credit Bid Transaction, and cooperate in good faith with Debtors, the Required DIP Lenders and Requisite FLTL Lenders to facilitate the 363 Credit Bid Transaction, including, without limitation, by making any amendments to the Apache Definitive Documents; provided that no such actions shall require the Apache PSA Parties to alter the economics of the Apache Definitive Documents without the Apache PSA Parties’ express written consent.

9. **Credit Bid Purchase Agreement Terms.**²

(a) The terms of the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to (i) the scope of Credit Bid Assumed Liabilities (including payables with respect to the Legacy Apache

² The Consenting Creditors agreed under the Apache Term Sheet that “any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by [Credit Bid Purchaser].” However, for the avoidance of doubt, any language in Paragraph 9 or Exhibit 22 of this Agreement that differs from, supplements, modifies or is otherwise inconsistent with the foregoing language in the Apache Term Sheet (including, without limitation, any language that relates to items that are not accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization being retained by Credit Bid Purchaser or any language that relates to items that are accounts receivable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization not being retained by Credit Bid Purchaser) has not been agreed to by the Consenting Creditors, and the Consenting Creditors reserve all rights with respect to any such difference, supplement, modification or inconsistency.

Properties and the Retained Properties) to be assumed by the buyer thereunder and any indemnities with respect thereto and (ii) the scope of receivables with respect to the Legacy Apache Properties to be assigned to the buyer and the obligations that may be imposed on FWE I with respect to the collection of such receivables ((i) and (ii), collectively, the “**Specified Credit Bid Terms**”) shall be in form and substance acceptable to Apache and the Debtors.

(b) The Parties agree that the terms as set forth on **Exhibit 22** that relate to the Specified Credit Bid Terms are acceptable to Apache and the Debtors to address the Specified Credit Bid Terms in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer), and any terms contained in the Credit Bid Purchase Agreement (or an alternative purchase and sale agreement conveying the Credit Bid Acquired Interests to a buyer) that relate to the Specified Credit Bid Terms, other than as set forth on Exhibit 22, must be in form and substance acceptable to Apache and the Debtors.

10. **Transfer of Retained Properties.** Notwithstanding anything to the contrary herein, any Retained Properties transferred to Credit Bid Purchaser (or another special purpose bidding entity formed by or at the direction of the Prepetition FLTL Lenders) in a credit bid sale transaction shall be conveyed in accordance with the Decommissioning Agreement. Any amounts payable to Trust A on account of such transfer shall be the obligation of FWE I. Apache agrees to work with FWE and the Trust A trustee to obtain the required releases from Trust A and conveyances of such interest to Credit Bid Purchaser in connection with this transfer.

11. **Effectiveness; Counterparts.** This Agreement shall become effective and binding upon each Party upon the execution and delivery by such Party of an executed signature page hereto and shall become effective and binding on all Parties on the date when all Parties have executed and delivered a signature page hereto. This Agreement may be executed in several

counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by electronic mail, or otherwise, which shall be deemed to be an original for the purposes of this paragraph.

12. **Governing Law; Jurisdiction; Waiver of Jury Trial.** To the maximum extent permitted by applicable law, this Agreement is governed by and is to be construed in accordance with the internal laws of the State of Texas, without giving effect to any principles of conflicts of law thereunder that would result in the application of the laws of any other jurisdiction. Each Party irrevocably agrees that any legal action, suit, or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court, and if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of Texas and of the United States District Court of the Southern District of Texas, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (a) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment,

execution of judgment, or otherwise) and (c) that (1) the proceeding in such court is brought in an inconvenient forum, (2) the venue of such proceeding is improper, or (3) this Agreement, or the subject matter hereof, may not be enforced in or by such court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF RELATING TO THIS AGREEMENT. EACH PARTY CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER.

13. **Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, courier or by registered or certified mail (return receipt requested) to the following addresses:

(1) If to the Fieldwood PSA Parties, to:

Fieldwood Energy LLC
2000 W. Sam Houston Parkway S., Suite 1200
Houston, Texas 77042
Attention: Thomas R. Lamme

With a copy to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Matt Barr, Esq. (matt.barr@weil.com)
Alfredo Pérez, Esq. (alfredo.perez@weil.com)
Jessica Liou, Esq. (jessica.liou@weil.com)

(2) If to the Apache PSA Parties, to:

Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056-4400
Attention: Anthony Lannie and Brett Cupit

With a copy to:

Hunton Andrews Kurth LLP
600 Travis Street
Suite 4200
Houston, Texas 77002
Attention: Robin Russell, Esq. (RRussell@andrewskurth.com)
Catherine Diktaban, Esq. (CDiktaban@hunton.com)

14. **Amendments.** Neither this Agreement nor any provision hereof may be waived, amended, or modified except pursuant to an agreement or agreements in writing entered into by the Fieldwood PSA Parties and the Apache PSA Parties.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned Parties have executed this Implementation Agreement as of the date first written above.

FIELDWOOD ENERGY LLC,
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme

Title: Senior Vice President and
General Counsel



GOM SHELF LLC,
a Delaware limited liability company

By: Thomas R. Lamme

Name: Thomas R. Lamme



Title: Vice President

APACHE CORPORATION

By: Ben C. Rodgers  

Name: Ben C. Rodgers
Title: Senior Vice President, Treasurer and
Marketing & Midstream

APACHE SHELF, INC.

By: Ben C. Rodgers  

Name: Ben C. Rodgers
Title: Senior Vice President and Treasurer

APACHE DEEPWATER LLC

By: Ben C. Rodgers  

Name: Ben C. Rodgers
Title: Senior Vice President and Treasurer

APACHE SHELF EXPLORATION LLC

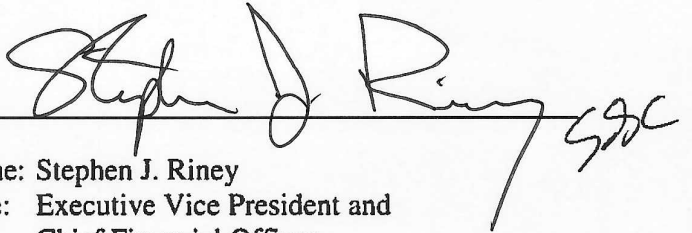
By: 
Name: Stephen J. Riney
Title: Executive Vice President and
Chief Financial Officer

Exhibit A

The “Apache Term Sheet”



VIA EMAIL

July 31, 2020

P. Anthony Lannie
Executive Vice President and General Counsel
Apache Corporation
2000 Post Oak Boulevard, Suite 100
Houston, Texas 77056-4400

Re: *Legacy Apache Properties Term Sheet*

Dear Mr. Lannie:

Attached as Exhibit A is the agreed upon term sheet dated July 31, 2020, by and between Fieldwood Energy LLC and certain of its affiliates (collectively, the “**Fieldwood PSA Parties**”) and Apache Corporation and certain of its affiliates (collectively, the “**Apache PSA Parties**” and, together with the Fieldwood PSA Parties, the “**Parties**”) supporting the restructuring of the portion of the Fieldwood PSA Parties’ business relating to certain assets described therein as the “Legacy Apache Properties” (the “**Legacy Apache Properties Term Sheet**”).

By executing this letter agreement, each of the undersigned Parties agrees (i) to work to implement the terms of the Legacy Apache Properties Term Sheet in accordance therewith and (ii) (upon Fieldwood’s payment of the retainers to Apache’s attorneys and advisors in the amounts submitted to Fieldwood’s outside counsel and subject to review and reasonable satisfaction with the restructuring term sheet to be attached to the restructuring support agreement) to execute and support a restructuring support agreement in a final form reasonably acceptable to Apache and consistent in all respects with the terms of the Legacy Apache Properties Term Sheet.

The Parties may execute and deliver this letter agreement by electronic reproduction and in multiple counterparts, each of which shall constitute an original and all of which shall be one and the same document. This letter agreement shall be governed by the laws of the State of Texas without regard to any choice of law principles.

Regards,

Thomas R. Lamme

Thomas R. Lamme

Enclosure

cc: Michael T. Dane
Senior Vice President and Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Parties have executed this letter agreement as of the date first written above.


FIELDWOOD ENERGY LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Senior Vice President and General Counsel

GOM SHELF LLC

By: Thomas R. Lamme
Name: Thomas R. Lamme
Title: Vice President


APACHE CORPORATION



Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

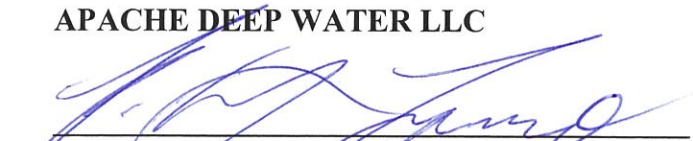
APACHE SHELF, INC.



Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

APACHE DEEP WATER LLC



Name: P. Anthony Lannie

Title: Executive Vice President and General Counsel

Exhibit A**Term Sheet for Fieldwood Energy LLC Restructuring****Summary of Principal Terms**

Entity Owning Legacy Apache Properties Post-Confirmation	<p>All oil and gas assets conveyed by Apache Corporation (“Apache”) and certain of its affiliates (collectively, the “Apache PSA Parties”) in favor of Fieldwood Energy LLC (“Fieldwood” or “debtor”) and certain of its affiliates (collectively, the “Fieldwood PSA Parties”) pursuant to that Purchase and Sale Agreement dated as of July 18, 2013 between the Apache PSA Parties and the Fieldwood PSA Parties (as amended, “PSA”), plus all leases, wells, fixtures, equipment, permits, ONRR royalty and other deposits, decommissioning bonds with third parties relating to previously sold assets, decommissioning bonds posted by Fieldwood on Legacy Apache Properties, inventory, facilities, easements, pipelines, and related property associated therewith, less and except any such assets sold, assigned, decommissioned, or otherwise disposed of by Fieldwood to third parties or otherwise prior to the date of this Term Sheet or as contemplated in this Term Sheet, and not including the Retained Properties (defined below) (collectively, the “Legacy Apache Properties”) shall be owned post-confirmation by a Reorganized Fieldwood unless a different entity is created in accordance with the section entitled “Assumption of Obligations” below (this portion of the business of the Reorganized Fieldwood being referred to hereinafter as “Fieldwood I”). Any outstanding accounts receivable and accounts payable associated with the Legacy Apache Properties as of the effective date of Fieldwood’s plan of reorganization shall be retained by Fieldwood II (defined below), and any accounts receivable and accounts payable accruing after the effective date of Fieldwood’s plan of reorganization shall accrue to the benefit or obligation of Fieldwood I. Fieldwood I will retain BOEM Operator numbers and Qualification cards for Fieldwood and Fieldwood’s affiliate GOM Shelf LLC.</p> <p>Fieldwood I shall (i) have no assets or liabilities upon confirmation other than the Legacy Apache Properties and operational liabilities, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties and certain assets described under “Additional Initial Funding Sources” and “Assumption of Obligations” below, (ii) be a bankruptcy remote business entity with a governance structure which is consistent with the business goals of the parties outlined herein (which includes an independent director or manager whose vote is needed to approve major decisions such as bankruptcy, receivership, liquidation, mergers, and consolidations, and removal and appointment (after the initial appointment) of the sole manager and service provider described below (the “Independent Director”)), (iii) not be a reporting entity for SEC purposes, (iv) as of the confirmation date, not create a variable interest entity that Apache is required to consolidate, and (v) is structured in a tax efficient manner within the constraints of the criteria set forth in items (i) through (iv) above. To the extent it will accomplish the goals of the parties outlined herein and is otherwise allowed by applicable law, Fieldwood I and the holder of Fieldwood’s other assets not sold during the pendency of the Chapter 11 cases (“Fieldwood II”) may be created by a divisional merger of Fieldwood under applicable state law upon the confirmation of Fieldwood’s plan of reorganization.</p>
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Management of Fieldwood I	<p>Fieldwood I will not have employees other than a sole manager. Apache and debtor shall each provide the other with a list of three candidates with a minimum of five (5) years of relevant experience in the energy sector. If one or more names appear on both lists, then the debtor will select the initial sole manager of Fieldwood I from those common name(s). If there are no common names, then each shall have the right to strike two names from the other party's list and the bankruptcy judge shall select the sole manager from the two remaining names (one from each list). In the event the sole manager must be removed (which shall require Apache's consent) and/or replaced or resigns or otherwise no longer serves, then the foregoing procedure will be repeated (except that the Independent Director will replace the bankruptcy court and Fieldwood I will replace the debtor for that purpose).</p> <p>The initial Independent Director shall be appointed by the debtor and shall be a natural person who is not and, for the prior five years has not been, a director, officer, employee, trade creditor, or shareholder (or spouse, parent, sibling, or child of the foregoing) of Fieldwood, any affiliate of Fieldwood, or any lender to Fieldwood (a "Qualified Person"), and shall be an individual provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, Lord Securities Corporation, Wilmington Trust Company, or, if none of those companies is then providing professional independent managers, another nationally-recognized company selected by Fieldwood with Apache's consent (the "Approved List") and approved by the bankruptcy court. The Independent Director may not be removed, except with Apache's consent. If the Independent Director is removed, resigns, or otherwise ceases to serve, then Fieldwood I shall select another Independent Director who is a Qualified Person from the Approved List.</p> <p>The limited liability agreement will specify that the sole manager will have the right to control the business and operations of Fieldwood I at all times prior to the completion of the decommissioning of the Legacy Apache Properties owned by Fieldwood I, subject to compliance with the following covenants which can only be waived with Apache's consent:</p> <ol style="list-style-type: none"> 1. Fieldwood I shall not have any business or operations other than operating the Legacy Apache Properties and decommissioning them; 2. Fieldwood I shall not purchase, sell, or farm-in any asset; 3. Except in compliance with item 4 immediately below, Fieldwood I shall not farm-out any asset; 4. If anyone makes an unsolicited proposal to farm in to any of the Legacy Apache Properties on fair market terms and conditions (including fair market rates of return), then Fieldwood I shall be obligated to market such farm-in opportunity and accept the highest and best offer for such farm-in opportunity as long as the transaction is accretive to Fieldwood I cashflow; 5. Fieldwood I shall not incur indebtedness for borrowed money other than under the Standby Facility (defined below); 6. Fieldwood I shall not use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the
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	<p>Decommissioning Agreement (defined below) and the Standby Facility (defined below) until those obligations have been satisfied in full;</p> <p>7. Fieldwood I shall not amend its bylaws, limited liability agreement, or other organizational documents, and any effort to do so shall be ineffective for any purpose;</p> <p>8. Fieldwood I shall not engage in any activity or take any action outside the ordinary course of business; and</p> <p>9. Fieldwood I shall not dissolve, liquidate, or merge or consolidate with any other entity.</p>
Employee Matters	<p>Fieldwood shall provide Apache with a list of certain employees involved in the operation and management of the Legacy Apache Properties no later than one month after finalizing definitive documentation for the transactions reflected in this Term Sheet and shall make such employees available on a mutually agreed timeline to be interviewed by Apache for potential employment by Apache following the consummation of the Fieldwood I transaction. Apache shall have no obligation to hire any such employees.</p> <p>Fieldwood is willing to consider assigning all or a portion of its existing decommissioning business, including separate P&A equipment and spreads, to Apache in connection with mutually agreeable resolution of Fieldwood I terms and based on Fieldwood II's residual business post-restructuring. Consummation of the transaction outlined herein shall not be conditioned on Apache's potential acquisition of such decommissioning business.</p>
Operations and Decommissioning Activities	<p>Fieldwood I shall hire an independent third-party service provider to perform all operations and decommissioning on behalf of Fieldwood I. The work to be performed by the independent service provider shall be bid out to not less than three (3) qualified candidate service providers, each with a minimum of five (5) years of relevant experience. The qualified bidder who bids the lowest price and best terms, in view of relevant experience, shall be selected as the initial service provider. To facilitate the transition process prior to selection of such service provider, upon the effectiveness of the plan of reorganization, Fieldwood I will enter into a transition services agreement with Fieldwood II to provide operational services for Fieldwood I and the initial service provider. Such transition services agreement may be terminated by Fieldwood I at any time. In the event the service provider must be removed (which may be done by the sole manager, but only with Apache's consent) and/or replaced or otherwise no longer serves, then the sole manager shall again bid out the work in accordance with the procedures outlined hereinabove. No later than 45 days after the Chapter 11 filing date (the "Petition Date"), Fieldwood may select with Apache's consent, which consent may be withheld by Apache in its sole discretion, certain properties (the "Retained Properties") for which Fieldwood II or its successors shall retain operatorship or ownership and operatorship.¹ Properties set forth on <u>Schedule A</u>, attached hereto, constitute the agreed-upon Retained Properties as of the date of this Term Sheet. With regard to ST 308 (identified as a Retained Property on <u>Schedule A</u>),</p>

¹ Properties comprise fields, onshore and offshore facilities, inventory, shore bases, and other assets in which Fieldwood has acquired an incremental working interest separate from the Apache acquisition or have an operational relationship to other Fieldwood properties and which will be operated by or owned and operated by the Fieldwood II or the Fieldwood deepwater business.

	<p>Fieldwood's interest in such property will be transferred to, or allocated through the divisional merger, and owned and operated by the party who owns the deepwater Katmai project upon effectiveness of Fieldwood's plan of reorganization, and the owner of such property shall provide Fieldwood I with a surety bond in a form acceptable to Fieldwood I securing the decommissioning obligations for the ST 308 lease and associated ROW(s) in the amount of \$13.2 million. With regard to VR 78 and VR 362/371 (each identified as a Retained Property on <u>Schedule A</u>), Fieldwood's interest in such properties will remain with Fieldwood II and be owned and operated by Fieldwood II, and Fieldwood II shall assume the decommissioning obligations with respect to those properties. With regard to the four properties listed on <u>Schedule A</u> as "Operatorship" in which ownership will be retained by Fieldwood I, a joint operating agreement reasonably satisfactory to Apache will be put in place (or amended) which provides that Fieldwood I as non-operator will have the right to opt in or out of participation in any future capital spending or project related to a work-over or recompletion of an existing well on the property or the drilling of a new well on the property (a "New Project"). If Fieldwood I elects not to participate in accordance with the applicable joint operating agreement, Fieldwood II as Operator may fund (and, if so, it will indemnify Fieldwood I against costs and liabilities associated with) such New Project as an exclusive (sole risk) operation giving Fieldwood II sole right and obligation to any and all risk, costs, liabilities, downside, and upside from such New Project. Fieldwood I shall retain all of its rights and obligations relating to the property other than those rights and obligations created by the New Project. Services provided by Fieldwood II under such JOA will be billed to Fieldwood I at Fieldwood II's actual costs without any actual or allocated overhead or additional G&A charges.</p> <p>Services provided by Apache or its third-party contractors to Fieldwood I will be billed to Fieldwood I at Apache's cost and according to typical industry practices under a joint operating agreement.</p>
Right to Fund Capital Expenditures	<p>Apache will have the right, but not the obligation, to fund any future capital expenditures related to projects forecast to increase production or cash flow on the Legacy Apache Properties ("Approved CapEx") upon terms and conditions mutually agreed between Apache and Fieldwood I.</p> <p>At confirmation, to the extent it is formed or the equivalent entity exists, Fieldwood II and Fieldwood I will enter into a Joint Development Agreement ("JDA") whereby Fieldwood II has the right for two years to present capital projects to Fieldwood I relating to Legacy Apache Properties, which will give Fieldwood I, in Fieldwood I's sole discretion, the option to participate or decline participation under terms mutually agreed and set forth in the JDA. Also, if Fieldwood I intends to decommission a property that was producing at the time Fieldwood I was created, upon notice, Fieldwood II will have the option for a period of time to be agreed on by the parties to request to take over (in the form of participation or conveyance to Fieldwood II) such property in accordance with terms set forth in the JDA. Such request may be accepted or rejected by Fieldwood I in its sole discretion.</p>

Initial Capitalization	Fieldwood shall deposit into Fieldwood I an amount equal to \$50 million minus the actual post-petition decommissioning spend by Fieldwood on the Legacy Apache Properties.
Additional Initial Funding Sources	<p>In addition to Fieldwood's contribution above, Fieldwood I will be capitalized and funded as follows:</p> <ol style="list-style-type: none"> 1) Any and all funds in Trust A shall be made available as described under "Assumption of Obligations" below and 2) Cash flow from the Legacy Apache Properties shall be reinvested and used for decommissioning activities, to fund Approved CapEx, and to repay amounts outstanding, if any, under the Standby Facility.
Assumption of Obligations	<p>Fieldwood I shall continue to be responsible for all of Fieldwood's obligations under the Decommissioning Agreement dated as of September 30, 2013 among the Apache PSA Parties and the Fieldwood PSA Parties (as amended, the "Decommissioning Agreement") and the PSA, including all related contracts, and all contracts relating to insurance, surety bonds, letters of credit, and other decommissioning security assets and all other obligations relating to the Legacy Apache Properties (except to the extent reimbursement or indemnification obligations with respect to the surety bonds and letters of credit are discharged through the bankruptcy), but shall not be responsible for any other obligations of Fieldwood related to its other assets. However, if Fieldwood I is created in a manner other than a divisional merger and is not a residual entity from Fieldwood, Fieldwood I shall assume the same obligations described in the immediately preceding sentence, and Fieldwood and Apache will agree on a structure to complete the formation transaction consistent with the intent of this Term Sheet; provided that all necessary consents can be obtained in order to preserve all material rights of Apache under the material contracts described above, including the letters of credit and bonds issued to Apache in support of the Decommissioning Agreement. If the plan of reorganization confirmed by the bankruptcy court and the definitive documents contemplated herein are consistent with the terms herein unless otherwise agreed and grant Apache all the rights and protections provided for in this Term Sheet unless otherwise agreed, then Apache will waive any claims against the debtor based on any alleged prepetition breach of the Decommissioning Agreement or any related agreement and shall release any and all claims against the debtors and all other released parties under Fieldwood's plan of reorganization (and such releases shall be mutual with Apache benefiting as a released party under the plan) but only to the extent such releases do not impair the Decommissioning Security, or Apache's ability to draw on the Decommissioning Security, in any respect.</p> <p>If (i) Fieldwood I defaults on its decommissioning obligations under the Decommissioning Agreement, (ii) any governmental authority or any other Person or entity seeks to cause Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, and (iii) Apache conducts the decommissioning, it shall be done in a manner that entitles Apache to draw on cash in Trust A, the letters of credit, and the bonds currently outstanding, totaling approximately \$736 million (the "Decommissioning Security") in reimbursement of such advances. Apache shall</p>

	<p>be entitled to draw at any time prior to completion of decommissioning of the Legacy Apache Properties should certain letters of credit or bonds of the Decommissioning Security not be renewed in a manner consistent in all respects with the existing terms of such letters of credit or bonds, and, if drawn in such manner, such funds shall be contributed to Trust A. Fieldwood I shall take any action reasonably requested by Apache to entitle Apache to draw on the Decommissioning Security as contemplated in this Term Sheet and shall not take any position in any proceeding or otherwise inconsistent with Apache's ability to draw on the Decommissioning Security.</p>
Standby Facility	<p>After the Decommissioning Security has been exhausted or is not available to pay or reimburse Apache for decommissioning, Fieldwood I will have the right to borrow from Apache the funds required to perform decommissioning on the Legacy Apache Properties via a line of credit (the "Standby Facility").</p> <p>The Standby Facility shall have a first lien on all the assets of Fieldwood I. Cash advanced shall earn interest at 400 basis points (4% per annum) over the interest rate of Apache's then most recently issued bonds. All principal and interest will be paid in cash from the first available free cash flow of Fieldwood I following each loan. Additional customary terms and conditions TBD. The first lien shall also secure Fieldwood I's obligations to Apache under the Decommissioning Agreement.</p> <p>The Standby Facility shall mature at completion of all decommissioning activities.</p>
Beneficiaries of the Fieldwood I	<p>Fieldwood has the right to designate who shall receive ownership interests entitling the holder to any assets remaining in Fieldwood I after decommissioning is complete and the Standby Facility is repaid. Such interests may be distributed by Fieldwood (consistent with the rules of priority and as may be negotiated under the plan) upon confirmation of Fieldwood's plan of reorganization or as otherwise agreed thereafter but shall thereafter be non-transferable on the books and records of Fieldwood I, it being the goal of all parties that Fieldwood I will not be a reporting entity for SEC purposes and such ownership interests in Fieldwood I shall not be registered or traded on any exchange. Apache understands and agrees that the restructuring transactions currently contemplated by the RSA (defined below) do not provide for the DIP Lenders or the pre-petition FLTL Lenders becoming beneficial owners of Fieldwood I.</p>
Fieldwood's Plan of Reorganization	<p>Apache will support a Fieldwood Chapter 11 plan of reorganization which provides for the Fieldwood I structure outlined herein and will execute a restructuring support agreement ("RSA") consistent with the terms herein evidencing same. The RSA shall provide that Apache shall have consent rights over all definitive documents related to the Fieldwood I structure outlined herein, and over the portions of the plan of reorganization and the confirmation order that provide for and approve the Fieldwood I structure outlined herein. The RSA shall contain customary termination rights.</p>
Post-Petition Decommissioning Activity	<p>The DIP Budget shall provide Fieldwood with reasonable funds to accomplish the following during the pendency of the Chapter 11 cases, as it pertains to the Legacy Apache Properties:</p>

	<ol style="list-style-type: none"> 1) Maintain and operate the properties as a reasonably prudent operator in the ordinary course of business, 2) Maintain all of the assets in their current condition, subject to the Post-Petition Decommissioning Budget (defined below), and insurance upon such assets in amounts and kinds comparable to pre-petition coverage, and 3) Perform decommissioning activities consistent with the Decommissioning Agreement in accordance with a budget agreed to in advance between Fieldwood and Apache (the "Post-Petition Decommissioning Budget"), the total amount of which budget shall not be greater than \$50 million during the pendency of the case, assuming an emergence by March 31, 2021. In the event of emergence later than March 31, 2021, Fieldwood and Apache shall (i) work in good faith to agree upon an extended Post-Petition Decommissioning Budget and (ii) in such event, if (a) Fieldwood has insufficient operating income from the Legacy Apache Properties to perform any required decommissioning within respect to any Legacy Apache Property, after mutually agreed upon capital expenditures, and (b) any governmental authority or any other Person or entity causes Apache or its Affiliates to conduct decommissioning that is required in accordance with applicable Law or contract, then Apache will conduct or cause to be conducted such decommissioning in accordance with the terms of the Decommissioning Agreement.
Expense Reimbursement	Fieldwood will pay up to \$4,000,000 of reasonable and documented fees and expenses of Apache related to the formation of Fieldwood I and Fieldwood's restructuring; provided that such fees and expenses shall only be payable so long as Apache is a party to the RSA.
Other Matters	<p>Briarlake office sublease to be renegotiated (i) to reflect current market rates for remainder of sublease term; and (ii) to reflect reduced square-footage consistent with the scale and business functions of Fieldwood II or its successors as a result of the Chapter 11 plan of reorganization).</p> <p>Fieldwood and Apache shall negotiate mutually agreeable definitive documentation for the transactions reflected in this Term Sheet within 45 days of the Petition Date. Additionally, Apache acknowledges and agrees that the definitive documentation implementing the transactions contemplated under this Term Sheet shall be subject to approval of holders of consent rights as set forth in the RSA, including certain DIP and FLTL Lenders consent rights, which approval shall not be unreasonably withheld, it being understood that good faith negotiations with respect to matters not addressed in this Term Sheet shall not be considered unreasonably withholding approval.</p>
Effectiveness	The transactions contemplated by this Term Sheet, and as set forth in definitive documentation, shall (i) require that the Decommissioning Agreement and related agreements will not be rejected by the debtor during the Chapter 11 case, and such obligations shall be allocated to, and remain the obligations of, Fieldwood I upon

Apache / Fieldwood Restructuring Term Sheet

	the consummation of the plan and the divisional merger contemplated herein, (ii) preserve all Apache's rights with respect to Trust A, the net profits interests, and the letters of credit and bonds issued to Apache under the Decommissioning Agreement, and (iii) become effective on the consummation of Fieldwood's plan of reorganization.
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Schedule A: Retained Properties

Field	Classification
ST 308	Ownership and Operatorship
GI 110/116	Operatorship
GI 43	Operatorship
ST 53/67/68	Operatorship
MC 109	Operatorship
VR 78	Ownership and Operatorship
VR 362/371	Ownership and Operatorship

Exhibit 1

Certificate of Conversion (DE) (FWE)

**STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A DELAWARE LIMITED LIABILITY COMPANY
TO A NON-DELAWARE ENTITY
PURSUANT TO SECTION 18-216 OF
THE LIMITED LIABILITY COMPANY ACT**

1.) The name of the Limited Liability Company is _____
Fieldwood Energy LLC.

(If changed, the name under which it's certificate of formation was originally
filed: _____)

2.) The date of filing of its original certificate of formation with the Secretary of
State is 11/5/2012.

3.) The jurisdiction in which the business form, to which the limited liability company
shall be converted, is organized, formed or created is Texas.

4.) The conversion has been approved in accordance with this section;

5.) The limited liability company may be served with process in the State of Delaware in
any action, suit or proceeding for enforcement of any obligation of the limited liability
company arising while it was a limited liability company of the State of Delaware, and
that it irrevocably appoints the Secretary of State as its agent to accept service of process
in any such action, suit or proceeding.

6.) The address to which a copy of the process shall be mailed to by the Secretary of State
is

CAPITOL CORPORATE SERVICES, INC. 206 E. 9TH STREET, SUITE 1300 AUSTIN, TX 78701
--

In Witness Whereof, the undersigned have executed this Certificate of Conversion on this
_____ day of _____, A.D. _____.

By: _____
Authorized Person

Name: _____
Print or Type

Exhibit 2

Certificate of Conversion (TX) (FWE)

**STATE OF TEXAS
CERTIFICATE OF CONVERSION
OF A
DELAWARE LIMITED LIABILITY COMPANY
TO A
TEXAS LIMITED LIABILITY COMPANY**

This Certificate of Conversion (this “Certificate”), dated as of [●], 2021, has been duly executed and is being filed by Fieldwood Energy LLC, a Delaware limited liability company, to convert to Fieldwood Energy LLC, a Texas limited liability company under Section 10.102 of the Texas Business Organizations Code (the “TBOC”).

1. The name of the converting entity is Fieldwood Energy LLC, a Delaware limited liability company (the “Converting Entity”).
2. The jurisdiction of formation of the Converting Entity is the State of Delaware and the date of formation of the Converting Entity is November 5, 2012.
3. The Converting Entity is converting from a limited liability company formed under the laws of the State of Delaware to a Texas limited liability company formed under the laws of the State of Texas. The name of the Texas limited liability company is “Fieldwood Energy LLC” (the “Company”).
4. The file number issued to the Converting Entity by the Secretary of State is 0801715506.
5. The plan of conversion (the “Plan”) as required under Section 10.103 of the TBOC is attached hereto as Exhibit A.
6. The Certificate of Formation of the Company is attached to the Certificate of Conversion as Exhibit A to the Plan.
7. The Plan has been approved as required by the laws of the jurisdiction of formation and the governing documents of the Converting Entity.
8. The Company will be responsible for the payment of any required franchise taxes of the Converting Entity.
9. This document shall become effective upon its acceptance and filing by the Secretary of State of the State of Texas.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first above written.

FIELDWOOD ENERGY LLC

By: _____

Name: [●]

Title: [●]

Exhibit A

Plan of Conversion

See attached.

Exhibit 3

Plan of Conversion (TX) (FWE)

**PLAN OF CONVERSION
OF
Fieldwood Energy LLC
(a Delaware limited liability company)
INTO
Fieldwood Energy LLC
(a Texas limited liability company)**

Adopted on [●], 2021

Pursuant to the provisions of Section 18-216 of the Delaware Limited Liability Company Act and Section 10.103 of the Texas Business Organizations Code, Fieldwood Energy LLC, a Delaware limited liability company ("Fieldwood"), hereby adopts the following Plan of Conversion:

1. The name of the converting entity is "Fieldwood Energy LLC", a Delaware limited liability company, and the name of the converted entity is "Fieldwood Energy LLC", a Texas limited liability company (the "Company").
2. Fieldwood is continuing its existence in the organizational form of a Texas limited liability company.
3. The Company is to be a limited liability company under the laws of the State of Texas.
4. 100% of the membership interests of Fieldwood outstanding immediately prior to the conversion shall by virtue of the conversion and without any action on the part of the holders thereof, automatically be converted into 100% of the issued and outstanding membership interests of the Company.
5. The conversion shall become effective upon (a) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Texas and (b) the filing and acceptance of a Certificate of Conversion with the Secretary of State of the State of Delaware.
6. The Company will be responsible for the payment of all fees and franchise taxes and will be obligated to pay such fees and taxes if they are not timely paid.
7. Attached as Exhibit A to this Plan of Conversion is the Texas Certificate of Formation of the Company.
8. The Plan of Conversion has been approved as required by the laws of the Corporation's jurisdiction of formation and governing document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion as of the date first written above.

FIELDWOOD ENERGY LLC

By: _____
Name: [●]
Title: [●]

EXHIBIT A
CERTIFICATE OF FORMATION

See attached.

Exhibit 4

Certificate of Formation (TX) (FWE)

Form 205
(Revised 05/11)

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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OR

IF ORGANIZATION

FIELDWOOD ENERGY INC.

Organization Name

ADDRESS

2000 W. SAM HOUSTON PKWY S., SUITE 1200	HOUSTON	TX	USA	77042-3623
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR				
IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

The entity is formed under a plan of conversion. The name of the converting entity is Fieldwood Energy LLC. The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042. The converting entity was formed on 11/5/2012 under the laws of the State of Delaware, USA. The converting entity was previously a Delaware limited liability company. The converting entity is registered as a foreign entity under the Texas Secretary of State file number 0801715506.

Organizer

The name and address of the organizer:

Name

Street or Mailing Address

City

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of conversion of Fieldwood Energy LLC with the Secretary of State of Texas .

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: _____

Signature of organizer

Printed or typed name of organizer

Exhibit 5

Agreement and Plan of Merger (TX) (FWE)

**AGREEMENT AND PLAN OF MERGER
OF
FIELDWOOD ENERGY LLC
INTO
FIELDWOOD ENERGY I LLC
AND
FIELDWOOD ENERGY III LLC**

This AGREEMENT AND PLAN OF MERGER, dated as of [●], 2021 (this “Plan of Merger”), is adopted by Fieldwood Energy LLC, a Texas limited liability company (“FWE”).

WHEREAS, commencing August 3, 2020, FWE and certain other affiliates of FWE (each, a “Debtor” and collectively, the “Debtors”) filed voluntary petitions with the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) initiating their respective cases pending under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) styled *In re Fieldwood Energy LLC, et al.*, jointly administered under Case No. 20-33948 (MI) (each case of a Debtor, a “Case” and collectively, the “Chapter 11 Cases”);

WHEREAS, in connection with the Chapter 11 Cases, the Debtors filed the [*Joint Chapter 11 Plan of Fieldwood Energy LLC and Its Affiliated Debtors* at Docket No. [●]] (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Plan of Reorganization”), which was confirmed by order of the Bankruptcy Court entered on [●], 2021 at Docket No. [●] (as may be amended, modified, and supplemented, the “Confirmation Order”);

[WHEREAS, in accordance with the Plan of Reorganization and Confirmation Order, pursuant to the Credit Bid Purchase Agreement certain assets and properties of the Debtors (defined in the Plan of Reorganization as the “Credit Bid Acquired Interests”) were sold and conveyed to, and certain liabilities and obligations of Debtors (defined in the Plan of Reorganization as the “Credit Bid Assumed Liabilities”) were assumed by, FWE II prior to the Effective Time (the “Credit Bid Transaction”);]

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE converted from a Delaware limited liability company to a Texas limited liability company on [●], 2021;

WHEREAS, pursuant to the Plan of Reorganization, and as authorized by the Confirmation Order, FWE is to effect a divisional merger as set forth in this Plan of Merger (the “Merger”), pursuant to which, among other things:

- a) FWE shall maintain its separate existence and continue as a surviving entity under the name “Fieldwood Energy III LLC” (as such entity exists from and after the Effective Time, “FWE III”);
- b) a new Texas limited liability company shall be formed under the name “Fieldwood Energy I LLC” (“FWE I”);

- c) all of the FWE I Assets (as defined below) shall be allocated to, possessed by, and vested in FWE I, and all of the FWE I Obligations (as defined below) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I;
- d) all of the assets of FWE (other than the FWE I Assets and the Credit Bid Acquired Assets) shall be allocated to, possessed by, and vested in FWE III; and
- e) all of the liabilities and obligations of FWE (other than the FWE I Obligations and the Credit Bid Assumed Liabilities) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III; and

WHEREAS, this Plan of Merger has been authorized by the Confirmation Order, which provides such approval of the transactions contemplated hereby as required for purposes of Sections 10.001, 10.002, and 10.302 of the Texas Business Organizations Code (the “TBOC”), and, in accordance with Section 10.008 of TBOC, the Merger shall be consummated without any transfer or assignment having occurred.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of prescribing the terms and conditions of the Merger, the mode of carrying it into effect, the manner and basis of allocating ownership interests of each of the resulting entities and such other details and provisions of the Merger as are deemed necessary or desirable, FWE has agreed and covenanted, and does hereby agree and covenant, as follows:

1. Subject to the provisions of this Plan of Merger, FWE shall cause the Merger to be consummated by filing a certificate of merger with the Secretary of State of the State of Texas in such form as is required by, and executed in accordance with, the relevant provisions of the TBOC, in substantially the form attached as Exhibit A (the “Certificate of Merger”), together with a certificate of formation of FWE I in substantially the form attached as Exhibit B. The Certificate of Merger shall provide that the Merger shall be effective on the date the Certificate of Merger is accepted and filed with the Secretary of State of the State of Texas (the “Effective Time”).

2. At the Effective Time:

(a) FWE shall be divisionally merged in accordance with the TBOC with (i) FWE I being formed as a Texas limited liability company separate from FWE III and continuing as a surviving business entity of the Merger as to the FWE I Assets and the FWE I Obligations in accordance with the TBOC under the name “Fieldwood Energy I LLC” and (ii) FWE continuing as a surviving business entity of the Merger as to all assets and liabilities of FWE (other than the FWE I Assets, the FWE I Obligations, the Credit Bid Acquired Assets, and the Credit Bid Assumed Liabilities) in accordance with the TBOC under the name “Fieldwood Energy III LLC.” The Merger will have the effect set forth below and in Section 10.008 of the TBOC.

(b) There shall be no change (through conversion, exchange, or otherwise) to the membership interests of FWE, which membership interest in FWE III will continue to be owned by Fieldwood Energy Inc. as of immediately following the Effective Time.

(c) All of the membership interests of FWE I shall be owned by Fieldwood Energy Inc. as of immediately following the Effective Time

(d) All of the rights, assets, and properties of FWE described in Part A of Schedule I attached hereto (the “FWE I Assets”) shall be allocated to, possessed by, and vested in FWE I without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(e) All of the liabilities and obligations of FWE described in Part B of Schedule I attached hereto (the “FWE I Obligations”) shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE I. For the avoidance of doubt, the FWE I Obligations exclude all Credit Bid Assumed Liabilities (including all Closing Date Payables and all FWE II Retained Properties Payables).

(f) All of the rights, assets, and properties of FWE other than the FWE I Assets and the Credit Bid Acquired Assets (collectively, the “FWE III Assets”), including (i) those rights, assets, and properties of FWE described in Part A of Schedule II attached hereto (collectively, the “Wind Down Assets”) and (ii) those rights, assets, and properties described in Part A of Schedule III (collectively, the “Predecessor Assets”), shall be allocated to, possessed by, and vested in FWE III without reversion or impairment, without further act or deed, and without transfer or assignment having occurred.

(g) All of the liabilities and obligations of FWE other than the FWE I Obligations and the Credit Bid Assumed Liabilities (collectively, the “FWE III Obligations”), including (i) all liabilities and obligations to the extent relating to the Wind Down Assets and all liabilities and obligations described in Part B of Schedule II attached hereto (collectively, the “Wind Down Obligations”), (ii) all of the liabilities and obligations of FWE retained by FWE upon consummation of the Credit Bid Transaction, as well as (except as provided in Section 3(b)(i)) obligations of FWE under the Credit Bid Purchase Agreement, and (iii) all liabilities and obligations relating to the Predecessor Assets and all liabilities and obligations described in Part B of Schedule III attached hereto (collectively, the “Predecessor Obligations”), shall be allocated to and shall vest in, and shall constitute liabilities and obligations of, FWE III.

3. Post-Merger Covenants.

(a) Each of FWE I and FWE III shall, at any time and from time to time from and after the Effective Time as and when requested by FWE I or FWE III, or by their respective successors or assigns, execute and deliver, or cause to be executed and delivered in its name by its authorized officers, all such conveyances, transfers, deeds, or other instruments as FWE I or FWE III, as applicable, or such successors or assigns, may reasonably deem necessary in order to evidence (i) the allocation to and vesting in FWE I of the FWE I Assets, and the allocation to and vesting in FWE I of, and the liability and obligation of FWE I for, the FWE I Obligations as a result of the Merger and (ii) the allocation to and vesting in FWE III of the FWE III Assets, and the allocation to and vesting in FWE III of, and the liability and obligation of FWE III for, the FWE III Obligations as a result of the Merger. Without limiting the foregoing, FWE III shall take such actions as necessary to effect a transfer from **[insert applicable bank account]** to an account

designated in writing by FWE I of (i) the FWE I Cash Amount, (ii) the FWE I Suspense Funds, and (iii) the Prepaid JIB Cash Amount.

(b) From and after the Effective Time (i) FWE I shall, and shall cause the FWE I Subsidiaries controlled by FWE I to, perform the obligations of FWE under Section [●]¹ of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE I Assets or any assets held by such FWE I Subsidiaries as of the Effective Time (provided FWE I shall have no obligation to incur any cost or expense in performing such obligations) and (ii) FWE III shall, and shall cause its subsidiaries to, perform the obligations of FWE under Section [●] of the Credit Bid Purchase Agreement with respect to Closing Accounts Receivable to the extent attributable to FWE III Assets or any assets held by subsidiaries of FWE III as of the Effective Time.

4. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE I shall only be allocated, shall only possess, and shall only be vested in and receive the FWE I Assets, and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE I Obligations, and FWE I shall have no rights or obligations relating to any of the FWE III Assets or the FWE III Obligations, except as may be expressly set forth in Section 6 or a separate agreement, which is entered into at or after the Effective Time, between FWE I and FWE III with respect to such other Assets or Obligations; and FWE I shall not be deemed to be a predecessor in interest to any of the FWE III Assets or the FWE III Obligations.

5. As a result of the consummation of the Merger in accordance with this Plan of Merger, FWE III shall only be allocated, shall only possess, and shall only be vested in and receive the FWE III Assets and shall only be allocated and vested in, shall only possess, and shall only be subject to the FWE III Obligations, and FWE III shall have no rights or obligations relating to any of the FWE I Assets or the FWE I Obligations, except as may be expressly set forth in Section 6 or in a separate agreement, which is entered into at or after the Effective Time, between FWE III and FWE I with respect to such other Assets or Obligations; and FWE III shall not be deemed to be a predecessor in interest to any of the FWE I Assets or the FWE I Obligations.

6. If immediately prior to the Effective Time, FWE owned an interest or right in assets (other than Predecessor Oil and Gas Properties or Wind Down Oil and Gas Properties) which FWE did not acquire under or pursuant to the Apache PSA and which², immediately prior to the Effective Time, was used in connection with or held for use in connection both with (a) FWE I Oil and Gas Properties or FWE I Rights of Way, on the one hand, and any of (b)(i) Wind Down Oil and Gas Properties or Wind Down Rights of Way or (ii) Predecessor Oil and Gas Properties or Predecessor Rights of Way, on the other hand (individually, a “Fieldwood Joint Use Property” and, collectively, the “Fieldwood Joint Use Properties”), then FWE I shall own such Fieldwood Joint Use Property as an FWE I Asset and such Fieldwood Joint Use Property shall not be a Wind

¹ **Note to Draft:** This is to reference the provision of the Credit Bid Purchase Agreement providing for collection of Closing Accounts Receivable post sale to FWE II.

² **Note to Draft:** FWE confirming there are no Legacy Apache Assets that are also used for any other interests/assets. To the extent any Legacy Apache Assets are also used for any other interests/assets, such assets will be identified and will either be added to the assets governed by Section 6 or FWE I and FWE III will enter into a letter agreement regarding the joint use of such assets consistent with Section 6 or as otherwise agreed to by FWE I and FWE III.

Down Asset or a FWE III Asset or owned by FWE III; provided, however, that FWE III shall have, and FWE I shall provide FWE III with, access, use, and economic benefit with respect to such Fieldwood Joint Use Property to the extent, and only to the extent, such Fieldwood Joint Use Property was used or held for use in connection with the applicable Wind Down Oil and Gas Properties, Wind Down Rights of Way, Predecessor Oil and Gas Properties, or Predecessor Rights of Way immediately prior to the Effective Time; provided, further, that any obligation or liability incurred by FWE I to the extent arising from, related to, or connected with such access, use, or economic benefit by or on behalf of FWE III, (1) shall not constitute an FWE I Obligation, (2) shall be FWE III Obligations and the obligations and liabilities of FWE III, and (3) FWE III shall indemnify and hold harmless FWE I and the FWE Subsidiaries from and against all such obligations and liabilities allocated to FWE III pursuant to this Section 6.

7. Certain Definitions. As used herein and in the Schedules and Exhibits attached hereto, (i) the terms set forth below have the meanings ascribed to such terms below and (ii) the terms defined in the Schedules and Exhibits attached hereto have the meanings ascribed to such terms in such Schedules and Exhibits.

(a) “Apache” means Apache Corporation, a Delaware corporation.

(b) “Apache PSA” means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf, and FWE, as amended from time to time, and the transaction documents executed in connection therewith.

(c) “Asset” means any individual asset, property, right, or interest in any of the FWE I Assets or the FWE III Assets; “Assets” means, collectively, the FWE I Assets and the FWE III Assets.

(d) “Bankruptcy Code” has the meaning ascribed to such term in the recitals hereto.

(e) “Bankruptcy Court” has the meaning ascribed to such term in the recitals hereto.

(f) “Case” has the meaning ascribed to such term in the recitals hereto.

(g) “Casualty” means an event in which any portion of the Assets is damaged or destroyed or otherwise impaired by fire, explosion, tornado, hurricane, earthquake, earth movement, flood, water damage, or other similar casualty or is taken in condemnation or under right of eminent domain.

(h) “Certificate of Merger” has the meaning ascribed to such term in Section 1 hereto.

(i) “Chapter 11 Cases” has the meaning ascribed to such term in the recitals hereto.

(j) “Closing Accounts Receivable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(k) “Closing Date Payable” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(l) “Confirmation Order” has the meaning ascribed to such term in the recitals hereto.

(m) “Contract” means any contract, lease, license, purchase order, sales order, indenture, note, bond, loan, instrument, obligation, promise, grant, or other agreement, arrangement, understanding or commitment, whether or not in written form, that is binding upon a Person or its property.

(n) “Conveyed” means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, the applicable Governmental Authority.

(o) “Credit Bid Acquired Interests” has the meaning ascribed to such term in the recitals hereto.

(p) “Credit Bid Assumed Liabilities” has the meaning ascribed to such term in the recitals hereto.

(q) “Credit Bid Purchase Agreement” means the Purchase and Sale Agreement, [dated [●], [●], by and among FWE, [FWE Affiliates] and FWE II].

(r) “Credit Bid Transaction” has the meaning ascribed to such term in the recitals hereto.

(s) “Debtor” and “Debtors” has the meaning ascribed to such term in the recitals hereto.

(t) “Decommissioning” has the meaning ascribed to such term in the Decommissioning Agreement.

(u) “Decommissioning Agreement” has the meaning ascribed to such term clause (xix) in Part A of Schedule I attached hereto.

(v) “Effective Time” has the meaning ascribed to such term in Section 1 hereto.

(w) “Environmental Laws” means, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (“CERCLA”); the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Endangered Species Act, 16 U.S.C.

§ 1531 et seq.; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, in each case as amended in effect as of the Effective Time, and all similar laws in effect as of the Effective Time of any Governmental Authority having jurisdiction over the property in question addressing pollution, protection of the environment, biological resources, Hazardous Substances, or P&A Obligations.

(x) “Environmental Liabilities” means any and all damages, remediation, obligations, liabilities, environmental response costs, costs to cure, cost to investigate or monitor, restoration costs, costs of remediation or removal, settlements, penalties, fines, and attorneys’ and consultants fees and expenses arising out of or related to any violations or non-compliance with any Environmental Laws, including any contribution obligation under CERCLA or any other Environmental Law or matters incurred or imposed pursuant to any claim or cause of action by a Governmental Authority or other Person, attributable to any environmental liabilities, any Release of Hazardous Substances, or any other environmental condition with respect to the ownership or operation of the Assets, including conditions of Facilities not in compliance with Laws promulgated by the Bureau of Ocean Energy Management (“BOEM”), the Bureau of Safety and Environmental Enforcement (“BSEE”), or the United States Coast Guard.

(y) “Facilities” means the FWE I Facilities, the Wind Down Facilities, or the Predecessor Facilities, as applicable.

(z) “Fieldwood Joint Use Property” has the meaning ascribed to such term in Section 6 hereto.

(aa) “FWE” has the meaning ascribed to such term in the recitals hereto.

(bb) “FWE I” has the meaning ascribed to such term in the recitals hereto.

(cc) “FWE I Assets” has the meaning ascribed to such term in Section 2(d) hereto.

(dd) “FWE I Cash Amount” has the meaning ascribed to such term in clause (xxiii) of Part A of Schedule I hereto.

(ee) “FWE I Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule I attached hereto.

(ff) “FWE I Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule I attached hereto.

(gg) “FWE I Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(hh) “FWE I Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(ii) “FWE I Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule I attached hereto.

(jj) “FWE I Obligations” has the meaning ascribed to such term in Section 2(e) hereto.

(kk) “FWE I Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule I attached hereto.

(ll) “FWE I Subsidiaries” means GOM Shelf and the other entities listed on Exhibit I-I.

(mm) “FWE I Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule I attached hereto.

(nn) “FWE I Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule I attached hereto.

(oo) “FWE II” means **[insert Buyer under the Credit Bid Purchase Agreement]**.

(pp) “FWE II Retained Properties” has the meaning ascribed to such term in Part A of Schedule I attached hereto.

(qq) “FWE II Retained Properties Payables” has the meaning ascribed to such term in the Credit Bid Purchase Agreement.

(rr) “FWE III” has the meaning ascribed to such term in the recitals hereto.

(ss) “FWE III Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(tt) “FWE III Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(uu) “GOM Shelf” means GOM Shelf LLC, a Delaware limited liability company.

(vv) “GOM Shelf Oil and Gas Properties” means the ownership interests held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA in (i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in Hydrocarbons in place and mineral interests or servitudes of every nature in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as GOM Shelf Leases thereon (collectively, the “GOM Shelf Leases”), (ii) all pooled, communitized, or unitized acreage that includes all or part of any GOM Shelf Leases (the “GOM Shelf Units”), (iii) all tenements, hereditaments, and appurtenances belonging to the GOM Shelf Leases and the GOM Shelf Units (collectively with the GOM Shelf Leases and GOM Shelf Units, the “GOM Shelf

Lands”), and (iv) any and all Hydrocarbon, water, CO₂, injection wells or other wells completed on, drilled from, or otherwise located, in whole or in part, on, under, or within the GOM Shelf Lands, in each case whether producing, non-producing, shut in, or permanently or temporarily Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as GOM Shelf Wells thereon and all wellbores spudded prior to the Effective Time located on the GOM Shelf Lands (the “GOM Shelf Wells”); for the avoidance of doubt, (x) the GOM Shelf Oil and Gas Properties shall not include any of the FWE II Retained Properties, (y) the GOM Shelf Lands shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-A shall reference only such ownership interests, and (z) the GOM Shelf Wells shall include only the ownership interests therein held by GOM Shelf immediately prior to the closing of the transactions under the Apache PSA and the descriptions in Exhibit I-B shall reference only such ownership interests.

(ww) “GOM Shelf Properties” means those assets or properties owned by GOM Shelf.

(xx) “Governmental Authority” means any federal, state, municipal, tribal, local, or similar governmental authority, regulatory, or administrative agency, court, or arbitral body, or any subdivision of any of the foregoing.

(yy) “Hazardous Substances” means any pollutant, contaminant, dangerous or toxic substance, hazardous or extremely hazardous substance or chemical, or otherwise hazardous material or waste defined as “hazardous waste”, “hazardous substance” or “hazardous material” under applicable Environmental Laws, including chemicals, pollutants, contaminants, wastes, or toxic substances that are classified as hazardous, toxic, radioactive, or otherwise are regulated by, or form the basis for Liability under, any applicable Environmental Law, including hazardous substances under CERCLA.

(zz) “Hydrocarbons” means oil and gas and other hydrocarbons produced or processed in association therewith (regardless of whether such item is in liquid or gaseous form), or any combination thereof, and any minerals (whether in liquid or gaseous form) produced in association therewith, including all crude oil, gas, casinghead gas, condensate, natural gas liquids, and other gaseous or liquid hydrocarbons (including ethane, propane, iso-butane, nor-butane, gasoline, and scrubber liquids) of any type and chemical composition.

(aaa) “Imbalance” means any over-production, under-production, over-delivery, under-delivery, or similar imbalance of Hydrocarbons produced from or allocated to the FWE I Assets or the FWE III Assets, as applicable, regardless of whether such over-production, under-production, over-delivery, under-delivery, or similar imbalance arises at the wellhead, pipeline, gathering system, transportation system, processing plant, or other location, including any imbalances under gas balancing or similar agreements, imbalances under processing agreements, and imbalances under gathering or transportation agreements.

(bbb) “Implementation Cost Cap” shall be an amount equal to \$[●].³

(ccc) “Interim Unpaid P&A Expenses” has the meaning ascribed to such term in clause (ix) in Part B of Schedule I attached hereto.

(ddd) “JIB Advance AR” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(eee) “Laws” means all laws (including common law), statutes, rules, regulations, ordinances, orders, decrees, requirements, judgments, and codes of Governmental Authorities.

(fff) “Merger” has the meaning ascribed to such term in the recitals hereto.

(ggg) “Obligation” means any individual liability or obligation in any of the FWE I Obligations or the FWE III Obligations; “Obligations” means, collectively, the FWE I Obligations and the FWE III Obligations.

(hhh) “P&A Obligations” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

(iii) “Person” means any individual, corporation, partnership, limited liability company, trust, estate, Governmental Authority, or any other entity.

(jjj) “Plan Effective Date” means the date on which the [Plan of Reorganization/Confirmation Order becomes effective].

(kkk) “Plan of Merger” has the meaning ascribed to such term in the recitals hereto.

(lll) “Plan of Reorganization” has the meaning ascribed to such term in the recitals hereto.

(mmm) “Plugging and Abandonment” and “Plug and Abandon” and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets or the FWE III Assets, as applicable, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Wells, the Wind Down Wells, or the Predecessor Wells, as applicable, or the FWE I Facilities, the Wind Down Facilities, and the Predecessor Facilities, as applicable, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Assets and the FWE III Assets, as applicable, the flushing, pickling, burial, removal, and capping of all associated flowlines, field

³ Note to Draft: Implementation Costs Cap amount to be inserted once determined in accordance with Section 4 of the Apache Term Sheet Implementation Agreement.

transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Hazardous Substances and obligations to obtain plugging exceptions for any of the FWE I Wells, the Wind Down Wells, and the Predecessor Wells, as applicable, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable, or similar leasehold interests, beneficial interests, easements and the FWE I Leases, the Wind Down Leases, and the Predecessor Leases, as applicable.

(nnn) “Predecessor Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(ooo) “Predecessor Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule III attached hereto.

(ppp) “Predecessor Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule III attached hereto.

(qqq) “Predecessor Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(rrr) “Predecessor Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(sss) “Predecessor Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(ttt) “Predecessor Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(uuu) “Predecessor Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule III attached hereto.

(vvv) “Predecessor Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule III attached hereto.

(www) “Predecessor Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule III attached hereto.

(xxx) “Predecessor Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule III attached hereto.

(yyy) “Predecessor Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule III attached hereto.

(zzz) “Prepaid JIB Cash Amount” has the meaning ascribed to such term in clause (xvi) in Part A of Schedule I attached hereto.

(aaaa) “Proprietary Seismic Data” means any and all proprietary Seismic Data owned (but not licensed) by FWE related to the FWE I Assets and/or the FWE III Assets.

(bbbb) “Records” means all books, records, files, data, information, drawings, maps, corporate, financial, tax, and legal data and records to the extent (and only to the extent) related to the FWE I Assets, the FWE I Obligations, the FWE III Assets, and/or the FWE III Obligations, as applicable, including electronic copies of all computer records where available, contract files, lease files, well logs, division order files, title opinions and other title information (including abstracts, evidences of rental payments, maps, surveys, and data sheets), hazard data and surveys, production records, SEMS Documentation and Procedures, Proprietary Seismic Data, engineering files, and environmental records.

(cccc) “Release” means any discharge, emission, spilling, leaking, pumping, pouring, injecting, dumping, burying, leaching, migrating, abandoning, or disposing into or through the environment of any Hazardous Substance, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance.

(dddd) “Royalties” means all rentals, minimum royalties, shut in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, the Wind Down Oil and Gas Properties, or the Predecessor Oil and Gas Properties, as applicable, or the proceeds thereof to third parties.

(eeee) “Seismic Data” means any and all seismic, geological, geochemical, and geophysical data (including core and fluid samples and other engineering, geological, and/or geophysical studies (including seismic data, studies, and information)), all licensed or proprietary or confidential geologic, seismic, geophysical, and interpretative data, records, and analyses, including any and all interpretations, derivative data, and other work products of any of the foregoing, and other similar information and records, in each case relating to the Assets or the regional area surrounding the Assets.

(ffff) “SEMS Documentation and Procedures” means all documents and procedures in place by FWE to comply with BSEE’s Safety and Environmental Management System (SEMS) 30 CFR 250 Subpart S with respect to the FWE I Assets and/or the FWE III Assets.

(gggg) “Standby Facility” means a secured line of credit to be provided by Apache to FWE I and GOM Shelf to fund the ongoing Plugging and Abandonment of the Legacy Apache Properties (as such term is defined in the FWE I LLC Agreement) and the GOM Shelf Properties, which shall become available to advance funds to FWE I and for use in accordance with the Standby Credit Facility Documents. The Standby Facility shall be secured by a first-priority lien on all the assets of FWE I (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of FWE I to Apache under the Decommissioning Agreement.

(hhhh) “Standby Credit Facility Documents” means the Standby Loan Agreement, to be entered into promptly after the Effective Time, by and between FWE I and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents, and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

(iiii) “Suspense Funds” means any and all funds held in suspense by FWE at the Effective Time, and any interest accrued in escrow accounts for such suspended funds.

(jjjj) “TBOC” has the meaning ascribed to such term in the recitals hereto.

(kkkk) “Wind Down Assets” has the meaning ascribed to such term in Section 2(f) hereto.

(llll) “Wind Down Contracts” has the meaning ascribed to such term in clause (x) in Part A of Schedule II attached hereto.

(mmmm) “Wind Down Facilities” has the meaning ascribed to such term in clause (iii) in Part A of Schedule II attached hereto.

(nnnn) “Wind Down Lands” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(oooo) “Wind Down Leases” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(pppp) “Wind Down Obligations” has the meaning ascribed to such term in Section 2(g) hereto.

(qqqq) “Wind Down Oil and Gas Properties” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

(rrrr) “Wind Down Permits” has the meaning ascribed to such term in clause (vi) in Part A of Schedule II attached hereto.

(ssss) “Wind Down Rights of Way” has the meaning ascribed to such term in clause (v) in Part A of Schedule II attached hereto.

(tttt) “Wind Down Suspense Funds” has the meaning ascribed to such term in clause (xvii) in Part A of Schedule II attached hereto.

(uuuu) “Wind Down Units” has the meaning ascribed to such term in clause (i) in Part A of Schedule II attached hereto.

(vvvv) “Wind Down Wells” has the meaning ascribed to such term in clause (ii) in Part A of Schedule II attached hereto.

8. Choice of Law. This Plan of Merger shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas and without regard to any borrowing statute that would result in the application of the statutes of limitations or repose of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Texas will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive or procedural law of some other jurisdiction would ordinarily or necessarily apply.

9. FWE III Obligation to Pay Recording Expenses. Subject to the Implementation Costs Cap, FWE III shall, and shall cause its debtor affiliates in the Chapter 11 Cases to, on the Plan Effective Date, provide for the payment of any and all documentary, filing, recording, stamp, and registration fees, costs, taxes, and expenses (including all reasonable and documented attorneys' fees and regulatory consultant fees) incurred or imposed after the Effective Time in connection with the filing of record by or on behalf of FWE I or GOM Shelf of any instrument or instruments with the appropriate records office of any county, parish, state, federal, or other governmental unit (including BOEM) that may be required in connection with the implementation of the Merger or that either FWE I or GOM Shelf determines in its respective sole discretion to be necessary or appropriate to reflect in the appropriate records of any governmental unit that as a result of the Merger (a) ownership of the FWE I Assets have been allocated to and are vested in FWE I (and to the extent appropriate to reflect ownership of the GOM Shelf Properties in GOM Shelf), and (b) the liabilities and obligations to be allocated to and vested in, respectively, FWE I or FWE III pursuant to the Merger have been allocated to and vested in, and constitute liabilities and obligations of, FWE I and FWE III, respectively (collectively, the "Implementation Costs"). For the avoidance of doubt, the documentary, filing, recording, stamp, and registration fees of FWE I or GOM Shelf shall include such costs and expenses required to file or to cause to be filed of record in the records office, as determined by Apache to be appropriate, of any county, parish, state, federal, or other governmental unit (including BOEM) of the mortgages, security interests, and similar security documentation as is contemplated by the Standby Facility and the Standby Facility Documents to secure the obligations of FWE I and GOM Shelf thereunder. Any Implementation Costs that exceed the Implementation Costs Cap shall be the sole responsibility of and paid for by FWE I.

10. Interpretation. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. As used herein, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Plan of Merger as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. All Exhibits and Schedules annexed hereto or referred to in this Plan of Merger are hereby incorporated in and made a part of this Plan of Merger as if set forth in full in this Plan of Merger, and definitions therein shall apply herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein will be defined as set forth in this Plan of Merger, and vice-versa. A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

11. Rejected Contracts. Any Contract rejected pursuant to Section 365 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed to be excluded and removed from any Exhibit or Schedule attached hereto, and any such Contract shall not be allocated to any of FWE I or FWE III, and any liabilities or obligations of such Contract shall be treated in accordance with the Plan of Reorganization and Confirmation Order or otherwise satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

* * * * *

IN WITNESS WHEREOF, the undersigned has duly executed this Plan of Merger as of the date first written above.

FIELDWOOD ENERGY LLC,
a Texas limited liability company

By: _____
Name:
Title:

Exhibit A

Certificate of Merger

[see attached]

Exhibit B

Certificate of Formation – FWE I

[see attached]

Schedule I⁴

FWE I Assets and FWE I Obligations

Part A:

“FWE I Assets” means all of FWE’s right, title, and interest in, to, or under the following, less and except any FWE II Retained Properties:

(i) the ownership interests Conveyed⁵ to FWE pursuant to the Apache PSA in the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by such leases, subleases, interests, and rights, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated, including those described on Exhibit I-A attached hereto that are identified as FWE I Leases thereon (collectively, the “FWE I Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the FWE I Leases (the “FWE I Units”), and all tenements, hereditaments, and appurtenances belonging to the FWE I Leases and the FWE I Units (collectively with the FWE I Leases and FWE I Units, the “FWE I Lands”); for the avoidance of doubt, the FWE I Lands shall only include the ownership interests therein Conveyed to FWE pursuant to the Apache PSA and the descriptions in Exhibit I-A shall only reference such ownership interests;

(ii) the ownership interests Conveyed to FWE pursuant to the Apache PSA in any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells completed on, drilled from, or otherwise located, in whole or in part,⁶ on, under, or within the FWE I Lands, in each case whether producing, non-producing, shut in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit I-B attached hereto that are identified as FWE I Wells thereon and all wellbores spudded prior to the Effective Time located on the FWE I Lands (the “FWE I Wells” and, together with the FWE I Leases and the FWE I Units, but excluding the FWE II Retained Properties, the “FWE I Oil and Gas Properties”); for the avoidance of doubt, the FWE I Wells shall only include the ownership interests therein Conveyed to FWE pursuant

⁴ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

⁵ **Note to Draft:** Any additional interests in the FWE I Assets acquired by FWE other than under the Apache PSA (“Add-On Interests”) are to be identified by FWE and if, upon being identified, Apache agrees to the inclusion of such interest in the FWE I Assets Schedule I will be modified to include such interests and if Apache does not agree then such interests will be allocated to and vested in FWE III to the extent held by FWE as of the Effective Time.

⁶ **Note to Draft:** FWE to confirm whether there are any wells that are not Legacy Apache Properties that would otherwise fall within this description, and, if so, expressly exclude those wells and allocate them to FWE III.

to the Apache PSA and the descriptions in Exhibit I-B shall only reference such ownership interests;

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed or otherwise) that (a) are located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, or the GOM Shelf Oil and Gas Properties, (b) are used or held for use in whole or in part in connection with any of the FWE I Wells or the GOM Shelf Wells and the operation of any of the FWE I Leases, or the GOM Shelf Leases (whether located on or appurtenant to any of the FWE I Leases, the FWE I Lands, the FWE I Rights of Way, the FWE I Wells, the GOM Shelf Leases, the GOM Shelf Lands, the GOM Shelf Wells, or stored at a different location (onshore or offshore)), or (c) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, and such flowlines, pipelines, gathering lines, and/or pipeline capacity that either (1) are used or held for use in whole or in part in connection with any of the FWE I Leases, the FWE I Wells or the FWE I Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the FWE I Oil and Gas Properties, or (2) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including all platforms identified on Exhibit I-C(i) attached hereto and all facilities identified on Exhibit I-C(ii) attached hereto (the “FWE I Facilities”);

(iv) the Proprietary Seismic Data and licensed Seismic Data relating, in whole or in part, to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;⁷

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and held for use in whole or in part in connection with, the ownership or operation of any or all of the GOM Shelf Oil and Gas Properties or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule I, Part A, but only to the extent such either (i) are used or held for use exclusively in connection with the ownership or operation of such properties, rights, titles, and interests, or (ii) were acquired by FWE pursuant to the Apache PSA, but in such event only as to the interests so acquired by FWE under and pursuant to such Apache PSA, including the property described on Exhibit I-D(i) attached hereto and Exhibit I-D(ii) attached hereto (the “FWE I Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approved by applicable Government Authorities), licenses, orders, authorizations, franchises, and related instruments or rights to the extent relating in whole or in part to the ownership, operation, or use of any or all of the GOM Shelf Oil and Gas Properties

⁷ **Note to Draft:** No proprietary seismic (remains under review).

or any or all of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule I, Part A (the “FWE I Permits”);⁸

(vii) Service Agreement, dated April 1, 2015, applicable to Firm Transportation Service under FT-2 Rate Schedule by and between Discovery Gas Transmission LLC as Transporter and Fieldwood Energy LLC as Shipper;

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the FWE I Leases, the FWE I Units, or the FWE I Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the FWE I Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit I-E attached hereto;⁹

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate, in whole or in part, to the ownership or operation of any or all of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (and including any insurance contract if such insurance contract provides coverage for any incident that occurs on any FWE I Asset(s) or the GOM Shelf Oil and Gas Properties at, before, or after the Effective Time, but excluding all derivative or hedge agreements (including any ISDAs) or rights thereunder) or any other properties, rights, titles, and interests described in the clauses of this Schedule I, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts relating to the FWE I Assets (but expressly excluding any such agreements pursuant to which FWE acquired interests in or to any other FWE I Assets in addition to the rights, title, and interests acquired by FWE under the Apache PSA), transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements (together with the agreements referenced in clause (xxii) below), including the contracts listed on Exhibit I-F attached hereto (the “FWE I Contracts”);

(xi) originals of the Records that relate, in whole or in part, to any one or more of the FWE I Assets, the FWE I Obligations, or the GOM Shelf Oil and Gas Properties (whether or not such Records also relate to any one or more of the FWE III Obligations or the FWE III Assets);

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the FWE I Facilities or, if located elsewhere, used or held for use, in whole or part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or charged to the joint account pursuant to the applicable FWE I Contracts, including those items listed on Exhibit I-G attached hereto;

⁸ **Note to Draft:** To be determined if there are Permits used for the FWE I Assets and also FWE III such that FWE III will need to obtain its own permits.

⁹ **Note to Draft:** To include licenses for GOM Shelf if not held by GOM Shelf directly. FWE confirming there are only 5 licenses relating to all of the FWE I and GOM Shelf properties.

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use, in whole or in part, in connection with the FWE I Oil and Gas Properties, the FWE I Facilities, or the GOM Shelf Oil and Gas Properties, or for the production of Hydrocarbons therefrom;

(xiv) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities, insurance policies relating, in whole or in part, to the FWE I Assets, surety bonds, all Oil Spill Financial Responsibility coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties, or GOM Shelf, including the Plugging and Abandonment Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on Exhibit I-H attached hereto;

(xv) all agreements and memberships relating, in whole or in part, to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the FWE I Assets or GOM Shelf Oil and Gas Properties;¹⁰

(xvi) all (i) accounts receivable as of the Effective Time associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties other than the Closing Accounts Receivable, (ii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding only the Closing Accounts Receivable); *provided*, that, for the avoidance of doubt, nothing in the preceding clauses (i) or (ii) shall be interpreted to limit the scope of “Closing Accounts Receivable” as that term is defined in the Credit Bid Purchase Agreement, (iii) claims of indemnity, contribution, or reimbursement of FWE or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf, (iv) Imbalances receivables of FWE or of GOM Shelf, in each case, attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (v) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of FWE attributable to the FWE I Assets or the GOM Shelf Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, (vi) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“Prepaid JIB Cash Amount”), to the extent such Prepaid JIB Cash Amount is associated with FWE I Obligations, and (vii) rights to receive and collect cash and advance payments pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (“JIB Advance AR”), to the extent such JIB Advance AR is associated with FWE I Obligations;

¹⁰ **Note to Draft:** There are not any memberships that are specific to the FWE I Assets; may need new agreements. Under further review.

(xvii) all Suspense Funds (i) of FWE to the extent attributable to any of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, and (ii) of GOM Shelf (collectively, “FWE I Suspense Funds”);

(xviii) all equity interests set forth on Exhibit I-I (“FWE I Subsidiaries”);

(xix) the Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, FWE and GOM Shelf LLC, as amended by (i) the First Amendment thereto, dated as of September 30, 2013, (ii) the Second Amendment thereto, dated as of September 30, 2013, (iii) the Third Amendment thereto, dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement, dated January 3, 2018, and (v) the Fifth Amendment thereto, dated effective as of April 11, 2018 (the “Decommissioning Agreement”);

(xx) the Apache PSA and the transaction documents entered into in connection with the consummation of the transactions contemplated thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA);

(xxi) all rights [to the **BOEM qualification held by FWE immediately prior to the Effective Time and its BOEM operator number (GOM #3295), and**]¹¹ all area-wide operator bonds, supplemental bonds, or other securities, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority, held by FWE (a) in whole or in part for any FWE I Assets (which, for the avoidance of doubt, include all rights of FWE in any area-wide bonds)¹² or (b) with respect to GOM Shelf, in whole or in part for any of the GOM Shelf Oil and Gas Properties;

(xxii) beneficial ownership of The Trust established by that certain Fieldwood Decommissioning Trust A Trust Agreement dated September 30, 2013;

(xxiii) cash in an amount (the “FWE I Cash Amount”) equal to \$50.0 million minus the sum of (a) the actual cash expenditures paid by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020 of the Chapter 11 Cases and the Effective Time and (b) the actual cash payments made by FWE between January 4, 2021 and the Effective Time to the individual engaged as the sole manager of FWE I;

(xxiv) the Fieldwood Joint Use Properties as specified in Section 6 of the Plan of Merger; and

¹¹ **Note to Draft:** Now that FWE I is no longer the surviving entity under the divisive merger, to confirm whether BOEM qualification will be permitted to “vest” in FWE I or whether FWE I will be required to obtain its own qualification separate from FWE’s qualification (which will inure to FWE III instead).

¹² **Note to Draft:** to confirm if area-wide bonds will be permitted to be split between FWE I and FWE III per the divisive merger. If not and FWE I gets such bonds, then FWE III may need to post its own separate area-wide bonds. Who will pay for such?

(xxv) the specific interests in and to the wells, pipelines, platforms, and facilities set forth on Exhibit I-K which were acquired or assumed by FWE as a result of co-owner actions under applicable joint or unit operating agreements or as a result of a recalculation determined in accordance with the terms of a FWE I Contract, and such interests will be deemed to be included in the FWE I Leases, FWE I Units, FWE I Lands, FWE I Wells, FWE I Facilities, and FWE I Rights-of-Way, as applicable.¹³

For the avoidance of doubt, the FWE I Assets do not include any of the leases, rights of way, or other assets specified in Exhibit I-J¹⁴ attached hereto (such assets, collectively, the “FWE II Retained Properties”), which FWE II Retained Properties were conveyed to FWE II pursuant to the Credit Bid Purchase Agreement, and the FWE I Obligations shall not include any obligations attributable to such FWE II Retained Properties.

Part B:

“FWE I Obligations” means (A) all of the obligations and liabilities (contractual or otherwise) of FWE, without duplication, of any kind, character, or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the FWE I Assets, the GOM Shelf Oil and Gas Properties, or FWE I’s ownership interest in GOM Shelf, including obligations and liabilities of FWE: (i) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation FWE I Contracts and all obligations with respect to Imbalances arising out of, related to, or attributable to FWE I’s ownership interests in any of the FWE I Oil and Gas Properties or in GOM Shelf; (ii) with respect to Royalties arising out of, related to, or attributable to any of the FWE I Oil and Gas Properties, FWE I Suspense Funds, and Prepaid JIB Cash Amounts, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties, FWE I Suspense Funds, or Prepaid JIB Cash Amounts; (iii) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the FWE I Assets; (iv) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (v) constituting or relating to any and all P&A Obligations related to FWE I’s or GOM Shelf’s, as the case may be, ownership interests in, or operation of, any of the FWE I Assets or GOM Shelf Oil and Gas Properties; (vi) relating to the FWE I Suspense Funds; (vii) relating to the Decommissioning Agreement and the Decommissioning obligations thereunder; (viii) relating to the Apache PSA or any of the agreements entered into in connection with the consummation of the transactions contemplated

¹³ **Note to Draft:** If the parties agree to include Add-On Interests in the FWE I Assets, Exhibit I-K will be added to specifically identify the interests agreed upon to be included. If the parties do not agree to include Add-On Interests in the FWE I Assets, item (xxv) will be deleted.

¹⁴ **Note to Draft:** Exhibit I-J should list as FWE II Retained Properties the properties included in the fields which are identified to be owned and operated by FWE II on Schedule A to the Term Sheet dated July 31, 2020. **[NTD: per HAK]** FWE to confirm these properties consist of only the following properties: Oil and Gas Lease bearing Serial No. OCS-G 21685 covering South Timbalier 308, Oil and Gas Lease bearing Serial No. OCS-G24987 covering South Timbalier 287, Oil and Gas Lease bearing Serial No. OCS-G10687 covering Vermilion 287, Oil and Gas Lease bearing Serial No. OCS-G09522 covering Vermilion 363, Oil and Gas Lease bearing Serial No. OCS-G09524 covering Vermilion 371, Oil and Gas Lease bearing Serial No. OCS-G04421 covering Vermilion 78, Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308, and Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371].

thereby, including the Joint Exploration Agreement (as defined in the Apache PSA), the Master Facilities Use, Access, Production Handling and Transportation Agreement (as defined in the Apache PSA), and the Fully Paid Up Turnkey Removal Contract (as defined in the Apache PSA); and (ix) expenses incurred by FWE for Plugging and Abandonment costs and expenses on the FWE I Assets between the filing on August 3, 2020, of the Chapter 11 Cases and the Effective Time to the extent not paid as of the Effective Time (such incurred but unpaid expenses, the “Interim Unpaid P&A Expenses”); and (B) the obligations of FWE I under Section 3(b)(i) of the Plan of Merger; provided, however, that, subject to the foregoing clause (B), the FWE I Obligations do not include (1) any of the FWE III Obligations, (2) any of the Credit Bid Assumed Liabilities, (3) obligations for personal injury or damage to property arising from the ownership or operation of any property that is not included in the FWE I Assets or GOM Shelf Oil and Gas Properties, and (4) any claims, liabilities, or obligations satisfied, compromised, settled, released, or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule II¹⁵**Wind Down Assets and Wind Down Obligations****Part A:**

“Wind Down Assets” means all of FWE’s right, title, and interest in, to, or under the following, subject to Section 6 of the Plan of Merger:

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in and to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on Exhibit II-A attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “Wind Down Leases”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Wind Down Leases (the “Wind Down Units”), and all tenements, hereditaments, and appurtenances belonging to the Wind Down Leases and the Wind Down Units (collectively with the Wind Down Leases and Wind Down Units, the “Wind Down Lands”);

(ii) any and all Hydrocarbon, water, CO₂, injection, disposal wells or other wells located on, under, or within the Wind Down Lands described on Exhibit II-B attached hereto, in each case whether producing, non-producing, shut-ins, or temporarily or permanently Plugged and Abandoned, including the wells set forth on Exhibit II-B attached hereto and all wellbores spudded prior to the Effective Time located on the Wind Down Lands (the “Wind Down Wells” and, together with the Wind Down Leases and Wind Down Units, the “Wind Down Oil and Gas Properties”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, and mixed or otherwise) that is located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells or used or held for use exclusively in connection with any of the Wind Down Wells and the operation of any of the Wind Down Leases (whether located on or appurtenant to any of the Wind Down Leases, the Wind Down Lands, the Wind Down Rights of Way, or the Wind Down Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Wind Down Leases, the Wind Down

¹⁵ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

Wells, or the Wind Down Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Wind Down Oil and Gas Properties, including all platforms identified on Exhibit II-C(i) attached hereto and all facilities identified on Exhibit II-C(ii) attached hereto, but excluding any FWE I Facilities (the “Wind Down Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Wind Down Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases, authorizations, permits, and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule II, Part A, including the property described on Exhibit II-D(i) attached hereto and Exhibit II-D(ii) attached hereto (the “Wind Down Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule II, Part A (the “Wind Down Permits”);

(vii) all transportation agreements described on Exhibit II-F attached hereto;¹⁶

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Wind Down Leases, the Wind Down Units, or the Wind Down Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Wind Down Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit II-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Wind Down Oil and Gas Properties or any other properties, rights, titles, and interests described in the clauses of this Schedule II, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any other Wind Down Assets, transportation agreements, agreements for the sale and purchase of Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit II-F attached hereto (the “Wind Down Contracts”);

¹⁶ **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

(xi) originals of the Records that relate solely to the Wind Down Assets or the Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets or Predecessor Assets and also relate to either or both of the Wind Down Assets or the Wind Down Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Wind Down Facilities or, if located elsewhere, used or held for use exclusively in connection with the Wind Down Oil and Gas Properties or the Wind Down Facilities or charged to the joint account pursuant to the applicable Wind Down Contracts, including those items listed on Exhibit II-G attached hereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Wind Down Oil and Gas Properties and the Wind Down Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance for the obligations and liabilities arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Wind Down Assets (but not also in part any FWE I Assets);

(xv) all agreements and memberships relating exclusively to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Wind Down Assets; and

(xvi) all (i) accounts receivable attributable to the Wind Down Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Wind Down Asset, whether occurring prior to, on or after Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Wind Down Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Wind Down Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Wind Down Obligations and (v) Imbalances receivables of FWE attributable to the Wind Down Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to any of the Wind Down Oil and Gas Properties (the “Wind Down Suspense Funds”); and

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Wind Down Assets.

Part B:

“Wind Down Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Wind Down Assets, including obligations and liabilities of FWE: (i)(a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Wind Down Contracts and all obligations with respect to Imbalances attributable to the FWE III’s ownership interests in any of the Wind Down Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Wind Down Oil and Gas Properties and Wind Down Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Wind Down Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Wind Down Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Wind Down Assets, or as required by applicable Laws; and (e) constituting or relating to any and all P&A Obligations related to the FWE III’s ownership interests in, or operation of, any of the Wind Down Assets; and (ii) the liabilities and obligations of the FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Wind Down Assets; provided, however, that the Wind Down Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule III¹⁷

Predecessor Assets and Predecessor Obligations

Part A:

“**Predecessor Assets**” means all of FWE’s right, title, and interest in, to, or under the following, subject to **Section 6** of the Plan of Merger:¹⁸

(i) the oil, gas, other Hydrocarbon, and mineral leases, subleases, operating rights, record title interests, carried interests, royalties, overriding royalty interests, net profits interests, production payments, reversionary interests, and other rights or interests of any kind or character in or to Hydrocarbons in place and mineral interests or servitudes of every nature, in, on, under, and that may be produced from or attributable to any of the lands covered by the leases, subleases, interests, and rights described on **Exhibit III-A** attached hereto, whether legal or equitable, vested or contingent, and regardless of whether the same are expired or terminated (collectively, the “**Predecessor Leases**”), together with all pooled, communitized, or unitized acreage that includes all or part of any of the Predecessor Leases (the “**Predecessor Units**”), and all tenements, hereditaments, and appurtenances belonging to the Predecessor Leases and the Predecessor Units (collectively with the Predecessor Leases and Predecessor Units, the “**Predecessor Lands**”);

(ii) any and all Hydrocarbon, water, CO2, injection, disposal wells or other wells located on, under, or within the Predecessor Lands described on **Exhibit III-B** attached hereto, in each case whether producing, non-producing, shut-in, or temporarily or permanently Plugged and Abandoned, including the wells set forth on **Exhibit III-B** attached hereto and all wellbores spudded prior to the Effective Time located on the Predecessor Lands (the “**Predecessor Wells**” and, together with the Predecessor Leases and the Predecessor Units, the “**Predecessor Oil and Gas Properties**”);

(iii) all platforms and facilities, including all associated processing systems, buildings, compressors, meters, tanks, machinery, tools, personal property, equipment (including spars, trees, PLETs, jumpers, flowlines, risers, umbilicals, control assemblies, and production handling equipment), pipelines, gathering lines, water lines, tank batteries, pipeline capacity, other water gathering, transportation, or disposal infrastructure and equipment, frac tanks, ponds, metering facilities, interconnections, and other inventory, boats, vehicles, fixtures, improvements, and other property (whether real, immovable, personal, movable, mixed, or otherwise) that is located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, the Predecessor Rights of Way, or the Predecessor Wells or used or held for use exclusively in connection with the any of Predecessor Wells and the operation of any of the Predecessor Leases (whether located on or appurtenant to any of the Predecessor Leases, the Predecessor Lands, Predecessor Rights of Way,

¹⁷ **Note to Draft:** In the event an asset not included on the schedules hereto is identified after the parties have agreed to the final form of this Plan of Merger, but prior to the Effective Time, subject to the agreement of the parties, the applicable schedule shall be updated to include and provide for the allocation of such asset.

¹⁸ **Note to Draft:** To be determined if any Predecessor Assets constitute assets in which FWE I will also own an interest and, as to such assets, modify Schedule III as necessary to cover only the applicable interest in such assets to be allocated to and vest in FWE III as Predecessor Assets.

or the Predecessor Wells, or stored at a different location (onshore or offshore)), and such flowlines, pipelines, gathering lines, and/or pipeline capacity that are used or held for use exclusively in connection with any of the Predecessor Leases, the Predecessor Wells or the Predecessor Units operations or the production, transportation, or processing of Hydrocarbons produced from any of the Predecessor Oil and Gas Properties, including all platforms identified on Exhibit III-C(i) attached hereto and all facilities identified on Exhibit III-C(ii) attached hereto, but excluding any FWE I Facilities (the “Predecessor Facilities”);

(iv) Proprietary Seismic Data and licensed Seismic Data relating exclusively to the Predecessor Oil and Gas Properties;

(v) all surface fee interests, easements, right-of-use easements, licenses, servitudes, rights-of-way, surface leases and other rights to use the surface or seabed appurtenant to, and used or held for use exclusively in connection with, the ownership or operation of any or all of the properties, rights, titles, and interests described in clauses (i) through (iii) and (vi) of this Schedule III, Part A, including the property described on Exhibit III-D(i) attached hereto and Exhibit III-D(ii) attached hereto (the “Predecessor Rights of Way”);

(vi) all environmental and other governmental (whether federal, state, or local) permits (including all plans filed with or approval by applicable Governmental Authorities), licenses, orders, authorizations, franchises, and related instruments or rights relating exclusively to the ownership, operation, or use of the properties, rights, titles, and interests described in clauses (i) through (iii), (v) and (viii) of this Schedule III, Part A (the “Predecessor Permits”);

(vii) all transportation agreements described on Exhibit III-F attached hereto;¹⁹

(viii) all Hydrocarbons in, on, under, or that may be produced from or attributable to the Predecessor Leases, the Predecessor Units, or the Predecessor Wells, including all oil, condensate, and scrubber liquids inventories and ethane, propane, iso-butane, nor-butane, and gasoline inventories of FWE from the Predecessor Oil and Gas Properties in storage or constituting linefill and Imbalances;

(ix) the FCC licenses associated with the call signs listed on Exhibit III-E attached hereto;

(x) all contracts, agreements, leases, licenses, commitments, sales and purchase orders, and other instruments that relate exclusively to the ownership or operation of any or all of the Predecessor Oil and Gas Properties or any other properties, rights, titles, and interests described in this Schedule III, Part A, including operating agreements, unitization, pooling, and communitization agreements, declarations and orders, area of mutual interest agreements, exploration agreements, joint venture agreements, farmin and farmout agreements, exchange agreements, purchase and sale agreements, and other contracts in which FWE acquired interests in any Predecessor Assets, transportation agreements, agreements for the sale and purchase of

¹⁹ **Note to Draft:** To be determined if any FERC regulated transportation agreements need FERC waivers.

Hydrocarbons, processing agreements, and service agreements, including the contracts listed on Exhibit III-F attached hereto (the “Predecessor Contracts”);

(xi) originals of the Records that relate (i) solely to the Predecessor Assets or the Predecessor Obligations, or both, or (ii) to the Predecessor Assets or the Predecessor Obligations, or both, and also to the Wind Down Assets or Wind Down Obligations, or both, and copies of the Records that constitute FWE I Assets and also relate to either or both of the Predecessor Assets or the Predecessor Obligations;

(xii) inventory, equipment, machinery, tools, and other personal property, to the extent located on the Predecessor Facilities or, if located elsewhere, used or held for use exclusively in connection with the Predecessor Oil and Gas Properties or the Predecessor Facilities or charged to the joint account pursuant to the applicable Predecessor Contracts, including those items listed on Exhibit III-G attached thereto;

(xiii) FWE-owned SCADA equipment and all automation systems, including meters and related telemetry, licensed radio frequencies, and associated communications infrastructure including towers, antennas, data links, and network circuits used or held for use exclusively in connection with the Predecessor Oil and Gas Properties and the Predecessor Facilities or for the production of Hydrocarbons therefrom;

(xiv) all cash (subject to the obligation of FWE to deliver the FWE I Cash Amount, the FWE I Suspense Funds, and the Prepaid JIB Cash Amount to FWE I), and all third party deposits, escrow accounts, guarantees, letters of credit, treasury securities, surety bonds, and other forms of credit assurances or credit support provided by a third party for the benefit of FWE for financial assurance exclusively for the obligations and liabilities arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including the Plugging and Abandonment Obligations arising out of or related to any other Predecessor Assets (but not also in part any FWE I Assets), including those items listed on Exhibit III-H attached hereto;

(xv) all agreements and memberships relating solely to well containment/control, clean-up of spills, or other pollution, or the gathering of data relating to certifications required to be made to Governmental Authorities with respect to the Predecessor Assets; and

(xvi) all (i) accounts receivable attributable to the Predecessor Oil and Gas Properties with respect to any period of time, (ii) rights to any payout or recovery for any Casualty occurring on or at any Predecessor Asset, whether occurring prior to, on or after the Plan Effective Date, (iii) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the Predecessor Oil and Gas Properties to which such assets relate are located), and other economic benefits attributable to the Predecessor Oil and Gas Properties, (iv) claims of indemnity, contribution, or reimbursement relating to the Predecessor Obligations and (v) Imbalances receivables of FWE attributable to the Predecessor Oil and Gas Properties;

(xvii) all Suspense Funds of FWE to the extent attributable to the Predecessor Oil and Gas Properties (the “Predecessor Suspense Funds”);

(xviii) all rights to any supplemental bonds or other securities (excluding area-wide bonds) held by, or any authorization or permission from, the BOEM, BSEE, or any other Governmental Authority with respect to FWE exclusively for other Predecessor Assets; and

(xix) all other assets and rights of FWE other than FWE I Assets and Wind Down Assets.

Notwithstanding the foregoing, the Predecessor Assets shall include all assets and rights of FWE not expressly included in the FWE I Assets or the Wind Down Assets, but shall exclude any assets expressly allocated to FWE I pursuant to the Plan of Merger.

Part B:

“Predecessor Obligations” means: all of the obligations and liabilities (contractual or otherwise) of FWE of any kind, character or description (whether known or unknown, accrued, absolute, contingent, or otherwise) relating to, arising out of, or with respect to any of the Predecessor Assets, including (i) obligations and liabilities of FWE: (a) relating to the furnishing of makeup gas according to the terms of applicable gas sales, gathering, or transportation Predecessor Contracts and all obligations with respect to Imbalances attributable to FWE III’s ownership interests in any of the Predecessor Oil and Gas Properties; (b) with respect to Royalties arising out of, related to, or attributable to any of the Predecessor Oil and Gas Properties and the Predecessor Suspense Funds, including any reporting and/or mis-reporting, and payment and/or mis-payment of such Royalties or the Predecessor Suspense Funds; (c) constituting or related to Environmental Liabilities arising out of, related to, or attributable to any of the Predecessor Assets; (d) applicable to or imposed on the lessee, owner, operator, holder, responsible party, payor or designated applicant under or with respect to any of the Predecessor Assets, or as required by applicable Laws; (e) constituting or relating to any and all P&A Obligations related to FWE III’s ownership interests in, or operation of, any of the Predecessor Assets; and (f) any and all liabilities and obligations of FWE not expressly included in the FWE I Obligations or the Wind Down Obligations; and (ii) the obligations and liabilities of FWE III specified in Section 6 of the Plan of Merger to the extent attributable to use of the Joint Use Properties with respect to the Predecessor Assets; provided, however, that the Predecessor Obligations do not include any claims, liabilities or obligations satisfied, compromised, settled, released or discharged pursuant to the Plan of Reorganization and Confirmation Order.

Schedule of Exhibits²⁰

Exhibit A:	Certificate of Merger
Exhibit B:	Certificate of Formation – FWE I
Exhibit I-A(i):	FWE I Leases
Exhibit I-A(ii):	FWE I Deep Rights
Exhibit I-B:	FWE I Wells
Exhibit I-C(i)	FWE I Platforms
Exhibit I-C(ii)	FWE I Facilities
Exhibit I-D(i)	FWE I Rights of Way Acquired Pursuant to Apache PSA
Exhibit I-D(ii)	FWE I RUEs
Exhibit I-E	FWE I FCC Licenses
Exhibit I-F	FWE I Contracts
Exhibit I-G	FWE I Inventory
Exhibit I-H	FWE I Deposits/Escrows/Credit Support
Exhibit I-I	Subsidiaries and Equity Interests
Exhibit I-J	FWE II Retained Properties
Exhibit I-K(i)	Incremental Interests – Leases
Exhibit I-K(ii)	Incremental Interests – Wells
Exhibit I-K(iii)	Incremental Interests – Platforms and Facilities
Exhibit II-A:	Wind Down Leases ²¹

²⁰ **Note to Draft:** **FWE I Exhibits to the Plan of Merger.** Exhibits I-A(i) through I-K(iii) to Schedule 1 to the Plan of Merger (collectively, the “FWE I Exhibits”) set forth a list of Legacy Apache Properties, which FWE I Exhibits the Apache PSA Parties and the Fieldwood PSA Parties hereto respectively acknowledge are subject to the ongoing review and consent rights of the Consenting Creditors under the RSA (which consent has not yet been provided), and the Apache PSA Parties and Fieldwood PSA Parties agree that the FWE I Exhibits are subject to modification based on such review to be consistent with the Apache Term Sheet.

²¹ **Note to Draft:** Exhibits II-A – II-G to be attached to Executed Plan of Merger.

Exhibit II-B:	Wind Down Wells
Exhibit II-C(i)	Wind Down Platforms
Exhibit II-C(ii)	Wind Down Facilities
Exhibit II-D(i)	Wind Down Rights of Way
Exhibit II-D(ii)	Wind Down RUEs
Exhibit II-E	Wind Down FCC Licenses
Exhibit II-F	Wind Down Contracts
Exhibit II-G	Wind Down Inventory
Exhibit III-A:	Predecessor Leases ²²
Exhibit III-B:	Predecessor Wells
Exhibit III-C(i)	Predecessor Platforms
Exhibit III-C(ii)	Predecessor Facilities
Exhibit III-D(i)	Predecessor Rights of Way
Exhibit III-D(ii)	Predecessor RUEs
Exhibit III-E	Predecessor FCC Licenses
Exhibit III-F	Predecessor Contracts
Exhibit III-G	Predecessor Inventory
Exhibit III-H	Predecessor Deposits/Escrows/Credit Support

[End of Schedule of Exhibits]

²² **Note to Draft:** Exhibits III-A – III-H to be attached to Executed Plan of Merger

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
–	12503	SL- LA	ORRI	–	–	–	–	0.6%	TERMIN
–	06618	SL- LA	ORRI	–	–	–	–	5.2%	–
BA 491	G06069	Federal	RT	10/1/1983		5,760	Fieldwood En	100.0%	PROD
BA A105	G01757	Federal	RT	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BA A-105	G01757	Federal	RT A	7/1/1968		5,760	Fieldwood En	12.5%	PROD
BA A133	G02665	Federal	OP	7/1/1974		5,760	GOM Shelf	12.5%	PROD
BA A-133	G02665	Federal	RT	7/1/1974		5,760	GOM Shelf	25.0%	PROD
BA A19	G33399	Federal	RT	1/1/2010	12/31/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
BA A47	G03940	Federal	RT	3/1/1979	9/21/2014	5,760	Fieldwood En	33.3%	TERMIN
BA A47	G03940	Federal	OP	3/1/1979	9/21/2014	5,760	Fieldwood En	100.0%	TERMIN
BA A69	G32733	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
BS 39	G33683	Federal	RT	7/1/2010	5/20/2015	1,237	Petsec En	18.8%	RELINQ
BS 41	G21142	Federal	OP 2	5/1/1999	1/26/2014	4,995	Gryphon Exp	13.1%	TERMIN
BS 41	G21142	Federal	Contractual	5/1/1999	1/26/2014	4,995	Gryphon Exp	TBD	TERMIN
BS 42	G33684	Federal	RT	7/1/2010	5/13/2015	4,552	Apache Shelf Exp	37.5%	RELINQ
CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	Fieldwood En	50.0%	RELINQ
CA 43	G32268	Federal	OP 1	7/1/2008		5,000	Fieldwood En	50.0%	PROD
DD 253	G10426	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
DD 297	G10427	Federal	RT	6/1/1990	9/8/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
EI 120	00050	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EB 128	G34034	Federal	RT	4/1/2012	3/15/2016	165	Apache Shelf Exp	100.0%	RELINQ
EB 172	G34035	Federal	RT	4/1/2012	3/15/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
EC 12	G34220	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 14	G13572	Federal	RT	7/1/1992	5/16/2005	2,544	Forest Oil	100.0%	TERMIN
EC 171	G34228	Federal	RT	9/1/2012	8/17/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 172	G17858	Federal	RT	7/1/1997	1/22/2016	5,000	Fieldwood En	100.0%	TERMIN
EC 178	G34229	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 179	G34230	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 185	G34796	Federal	RT	6/1/2013	5/25/2017	5,000	Fieldwood En	100.0%	RELINQ
EC 2	SL18121	SL - LA	WI	5/12/2004	1/0/1900	220	Fieldwood	50.0%	ACTIVE
EC 2	16473	SL- LA	WI	7/13/1999	7/15/2015	148	Apache	89.1%	RELINQ
EC 2	16475	SL- LA	WI	7/19/1999	–	134.75	Apache	89.1%	ACTIVE
EC 222	G02037	Federal	OP 1	2/1/1971	11/24/2015	5,000	Energy Res Tech GOM	17.9%	TERMIN
EC 222	G02037	Federal	OP 2	2/1/1971	11/24/2015	5,000	Energy Res Tech GOM	17.9%	TERMIN
EC 229	G34232	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 230	G34233	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 24	G04098	Federal	RT	10/1/1979	2/12/2014	5,000	Apex O&G	18.0%	TERMIN
EC 24	G04098	Federal	OP 2	10/1/1979	2/12/2014	5,000	Apex O&G	31.3%	TERMIN
EC 24	G04098	Federal	OP 3	10/1/1979	2/12/2014	5,000	Apex O&G	30.3%	TERMIN
EC 242	G34234	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EC 243	G34235	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 261	G00971	Federal	RT	6/1/1962	1/14/2016	5,000	Fieldwood En	100.0%	TERMIN
EC 263	G33072	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
EC 264	G01880	Federal	RT	3/1/1969	7/11/2016	5,000	Fieldwood En	100.0%	TERMIN
EC 265	G00972	Federal	RT	6/1/1962	1/30/2019	5,000	Fieldwood En	50.0%	RELINQ
EC 270	G02045	Federal	RT	1/1/1971	6/7/2013	2,500	Apache	70.0%	TERMIN
EC 278	G00974	Federal	RT	6/1/1962	10/3/2016	5,000	Fieldwood En	50.0%	TERMIN
EC 292	G34237	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 293	G34238	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 294	G34239	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 310	G34240	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EC 328	G10638	Federal	RT	5/1/1989		5,000	Arena Off	100.0%	PROD
EC 33	G01972	Federal	OP	9/1/1970	2/15/2016	1,250	Merit En	15.6%	TERMIN
EC 335	G02439	Federal	OP	8/1/1973	6/6/2015	5,000	Energy XXI GOM	14.0%	TERMIN
EC 338	G02063	Federal	RT	2/1/1971		5,000	Anadarko US Off	15.7%	PROD
EC 37	G25933	Federal	RT	5/1/2004	9/27/2014	2,608	Probe Res US	100.0%	TERMIN
EC 370	G33073	Federal	RT	6/1/2009	5/31/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
EC 71	G13576	Federal	RT	9/1/1992		5,000	EC Off Prop	100.0%	OPERNS
EC 9/14	G01440	Federal	RT	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EC 9/14	G01440	Federal	OP 1	4/1/1966		3,152	Fieldwood En	100.0%	PROD
EI 10	G23851	Federal	RT	7/1/2002		2,303	Contango Op	50.0%	PROD
EI 10	G23851	Federal	OP 2	7/1/2002		2,303	Contango Op	50.0%	PROD
EI 105	00797	Federal	RT	5/1/1960	12/9/2013	5,000	Fieldwood En	100.0%	TERMIN
EI 106	G17966	Federal	RT A	7/1/1997	8/4/2013	5,000	Apache	50.0%	TERMIN
EI 106	G17966	Federal	RT B	7/1/1997	8/4/2013	5,000	Apache	100.0%	TERMIN
EI 107	G15241	Federal	RT	9/1/1995	9/1/2013	5,000	Apache	75.0%	TERMIN
EI 108	G03811	Federal	OP 1	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
EI 108	G03811	Federal	RT A	6/1/1978	11/22/2015	5,000	Fieldwood En	60.0%	TERMIN
EI 108	G03811	Federal	RT B	6/1/1978	11/22/2015	5,000	Fieldwood En	71.3%	TERMIN
EI 116	G34292	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
EI 117	G34293	Federal	RT	10/1/2012	9/16/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EI 118	G15242	Federal	RT A	7/1/1995	12/17/2015	5,000	Black Elk En Off Op	25.0%	TERMIN
EI 118	G15242	Federal	RT B	7/1/1995	12/17/2015	5,000	Black Elk En Off Op	75.0%	TERMIN
EI 119	00049	Federal	RT A	8/28/1945		5,000	Fieldwood En	50.0%	PROD
EI 119	00049	Federal	RT B	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EI 125	00051	Federal	RT	8/28/1945	—	5,000	Fieldwood En	100.0%	OPERNS
EI 126	00052	Federal	RT	8/28/1945		5,000	Fieldwood En	100.0%	PROD
EI 126	00052	Federal	OP	8/28/1945		5,000	Fieldwood En	75.0%	PROD
EI 128	G34294	Federal	RT	10/1/2012	9/16/2016	3,427	Apache Shelf Exp	100.0%	RELINQ
EI 131	G33625	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EI 132	G33626	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EI 135	G34296	Federal	RT	10/1/2012	8/26/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
EI 136	G03152	Federal	RT	7/1/1975		5,000	Fieldwood En	100.0%	PROD
EI 156	G16353	Federal	OP	6/1/1996	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
EI 158	G01220	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
EI 173	G13622	Federal	RT	7/1/1992		5,000	Fieldwood En	100.0%	PROD
EI 174	G03782	Federal	RT	6/1/1978		5,000	Arena Off	100.0%	PROD
EI 174	G03782	Federal	OP	6/1/1978		5,000	Arena Off	30.0%	PROD
EI 175	00438	Federal	OP 1	12/1/1954	—	5,000	Fieldwood En	75.0%	PROD
EI 187	G10736	Federal	RT	7/1/1989		5,000	Fieldwood En	100.0%	PROD
EI 188	00443	Federal	RT	1/1/1955	4/30/2010	5,000	Apache	100.0%	TERMIN
EI 189	00423	Federal	RT	12/1/1954	—	3,750	Fieldwood En	100.0%	PROD
EI 196	00802	Federal	RT	5/1/1960	3/25/2019	3,516	Fieldwood En	50.0%	RELINQ
EI 196	00802	Federal	OP	5/1/1960	3/25/2019	3,516	Fieldwood En	100.0%	RELINQ
EI 196	G13821	Federal	OP 2	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
EI 196	G13821	Federal	OP 4	5/1/1960	3/22/2019	1,484	Arena Off	100.0%	RELINQ
EI 20	G34286	Federal	RT	10/1/2012	8/19/2016	3,582	Castex Off	50.0%	RELINQ
EI 207	G34301	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EI 208	00577	Federal	OP	9/1/1955		2,500	ANKOR En	100.0%	PROD
EI 211	G05502	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EI 211	G05502	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EI 212	G05503	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EI 212	G05503	Federal	OP	7/1/1983		5,000	Chevron USA	66.7%	UNIT
EI 216	G34303	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
EI 217	G00978	Federal	RT	5/1/1962	3/22/2019	5,000	Arena Off	25.0%	RELINQ
EI 224	G05504	Federal	ORRI	7/1/1983		5,000	Castex Off	10.0%	PROD
EI 224	G05504	Federal	RT	7/1/1983		5,000	Castex Off	100.0%	PROD
EI 227	00809	Federal	RT	5/1/1960	3/25/2019	5,000	Arena Off	50.0%	RELINQ
EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	6.25%	PRIMARY
EI 227	G36745	Federal	ORRI	11/1/2019		5,000	Arena Off	4.17%	PRIMARY
EI 246	00810	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
EI 246	00810	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 246	00810	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 246	00810	Federal	ORRI	5/1/1960	—	5,000	Sanare En Part	6.3%	UNIT
EI 255	G01958	Federal	RT	1/1/1970		2,500	Cox Op	2.0%	PROD
EI 255	G01958	Federal	OP 3	1/1/1970		2,500	Cox Op	77.2%	PROD
EI 255	G01958	Federal	OP 4	1/1/1970		2,500	Cox Op	38.6%	PROD
EI 266	00811	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
EI 266	00811	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 266	00811	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EI 267	00812	Federal	OP	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
EI 267	00812	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 267	00812	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 269	00813	Federal	OP 1	5/1/1960		5,000	Fieldwood En	25.0%	UNIT
EI 269	00813	Federal	OP 2	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 269	00813	Federal	RT	5/1/1960		5,000	Fieldwood En	75.0%	UNIT
EI 280	G23876	Federal	RT	5/1/2002	1/19/2014	5,000	Energy XXI GOM	18.8%	TERMIN
EI 281	G09591	Federal	RT	5/1/1988	7/5/2016	5,000	Bennu O&G	90.5%	TERMIN
EI 281	G09591	Federal	OP 1	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
EI 281	G09591	Federal	OP 2	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
EI 281	G09591	Federal	OP 3	5/1/1988	7/5/2016	5,000	Bennu O&G	45.3%	TERMIN
EI 282	G09592	Federal	RT	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
EI 282	G09592	Federal	OP 1	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
EI 282	G09592	Federal	OP 2	6/1/1988	7/5/2016	5,000	Apache	75.0%	TERMIN
EI 29	G34287	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	50.0%	RELINQ
EI 307	G02110	Federal	OP	2/1/1971	11/4/2019	2,500	Fieldwood En Off	25.0%	TERMIN
EI 312	G22679	Federal	RT	6/1/2001	8/7/2020	5,000	Fieldwood En	100.0%	TERMIN
EI 312	G22679	Federal	ORRI	6/1/2001	8/7/2020	5,000	Fieldwood En	8.3%	TERMIN
EI 313	G02608	Federal	RT	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EI 313	G02608	Federal	OP 1	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EI 313	G02608	Federal	OP 2	5/1/1974	6/23/2016	5,000	Arena Off	50.0%	TERMIN
EI 315	G02112	Federal	RT	8/1/1974		2,500	Fieldwood En	50.0%	SOP
EI 315	G02112	Federal	OP	8/1/1974		2,500	Fieldwood En	50.0%	SOP
EI 315	G24912	Federal	RT	5/1/2003		2,500	Fieldwood En	100.0%	PROD
EI 316	G05040	Federal	RT	4/1/1982		5,000	Fieldwood En	100.0%	PROD
EI 329	G02912	Federal	RT	12/1/1974		5,000	Fieldwood En	100.0%	SOP
EI 330	G02115	Federal	Contractual	1/1/1971		5,000	Fieldwood En	63.0%	UNIT
EI 330	G02115	Federal	OP 7	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EI 330	G02115	Federal	OP 6	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EI 330	G02115	Federal	OP 5	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EI 330	G02115	Federal	OP 4	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EI 330	G02115	Federal	OP 3	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EI 330	G02115	Federal	OP 2	1/1/1971		5,000	Fieldwood En	47.0%	UNIT
EI 330	G02115	Federal	RT	1/1/1971		5,000	Fieldwood En	42.0%	UNIT
EI 333	G02317	Federal	RT	2/1/1973	8/29/2020	5,000	Fieldwood En	100.0%	PROD
EI 334	G15263	Federal	RT	7/1/1995	8/29/2020	5,000	Fieldwood En	100.0%	PROD
EI 337	G03332	Federal	RT	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EI 337	G3332	Federal	ORRI	3/1/1976			Fieldwood En	0.1%	UNIT
EI 337	G03332	Federal	OP 4	3/1/1976		5,000	Fieldwood En	98.0%	UNIT
EI 337	G03332	Federal	OP 1	3/1/1976		5,000	Fieldwood En	100.0%	UNIT

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
EI 337	G03332	Federal	OP 3	3/1/1976		5,000	Fieldwood En	100.0%	UNIT
EI 342	G02319	Federal	RT A	2/1/1973		5,000	Fieldwood En	50.0%	SOP
EI 342	G02319	Federal	RT B	2/1/1973		5,000	Fieldwood En	75.0%	SOP
EI 342	G02319	Federal	OP 1	2/1/1973		5,000	Fieldwood En	75.0%	SOP
EI 342	G02319	Federal	OP 2	2/1/1973		5,000	Fieldwood En	61.8%	SOP
EI 345	G21647	Federal	RT	7/1/2000	8/21/2019	5,000	Fieldwood En	50.0%	TERMIN
EI 346	G14482	Federal	RT	6/1/1994		5,000	Arena Off	100.0%	PROD
EI 353	G03783	Federal	OP	6/1/1978	8/26/2020	5,000	Cox Op	100.0%	PROD
EI 354	G10752	Federal	RT	5/1/1989		5,000	Fieldwood En	100.0%	PROD
EI 354	G10752	Federal	OP	5/1/1989		5,000	Fieldwood En	67.0%	PROD
EI 361	G02324	Federal	RT	2/1/1973		5,000	Cox Op	12.4%	PROD
EI 53	00479	Federal	OP 1	12/1/1954		5,000	EnVen En Vent	66.7%	PROD
EI 53	00479	Federal	OP	12/1/1954		5,000	EnVen En Vent	100.0%	PROD
EI 57	G02601	Federal	OP 2	5/1/1974	3/27/2020	5,000	ANKOR En	31.7%	TERMIN
EI 57	G02601	Federal	OP 4	5/1/1974	3/27/2020	5,000	ANKOR En	15.8%	TERMIN
EI 88	G10721	Federal	OP	7/1/1989	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EI 89	00044	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EI 89	00044	Federal	OP 2	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EI 90	00229	Federal	OP	11/19/1948	2/22/2016	1,250	Fieldwood En	75.0%	TERMIN
EI 93	00228	Federal	OP	11/19/1948	2/22/2016	2,500	Fieldwood En	75.0%	TERMIN
EI 94	G05488	Federal	OP	7/1/1983	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EI 95	00046	Federal	OP	8/28/1945	2/22/2016	5,000	Fieldwood En	75.0%	TERMIN
EW 525	G33704	Federal	RT	7/1/2010	6/19/2015	2,420	Apache Shelf Exp	46.9%	RELINQ
EW 526	G33134	Federal	RT	6/1/2009	5/31/2014	3,517	Apache Shelf Exp	100.0%	EXPIR
EW 781	G33137	Federal	RT	6/1/2009	5/31/2014	309	Apache Shelf Exp	100.0%	EXPIR
EW 782	G31470	Federal	RT	12/1/2007		1,093	Fieldwood En	100.0%	PROD
EW 789	G33139	Federal	RT	7/1/2009	4/30/2015	5,760	Apache Shelf Exp	100.0%	RELINQ
EW 826	G05800	Federal	RT	7/1/1983		5,760	BP E&P	100.0%	PROD
EW 905	G34415	Federal	RT	8/1/2012	7/7/2016	1,007	Apache Shelf Exp	100.0%	RELINQ
EW 906	G33708	Federal	RT	6/1/2010	4/7/2016	1,084	Apache Shelf Exp	100.0%	RELINQ
EW 949	G34877	Federal	RT	8/1/2013	7/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
EW 950	G33709	Federal	RT	6/1/2010	4/7/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
FM 411	G08361	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
FM 412	G08362	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
FM 455	G08363	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.2%	EXPIR
FM 456	G08364	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
FM 499	G08365	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
FM 500	G08366	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	16.0%	EXPIR
FM 543	G08367	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR
FM 587	G08368	Federal	RT	8/1/1986	1/30/2015	5,760	Chevron USA	24.3%	EXPIR

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
GA 151	G15740	Federal	RT	11/1/1995	4/12/2016	4,804	Fieldwood En	33.3%	TERMIN
GA 180	G03228	Federal	RT	9/1/1975		5,760	Fieldwood En	100.0%	UNIT
GA 192	G03229	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
GA 210	G25524	Federal	OP 1	12/1/2003		5,760	Fieldwood En	83.3%	PROD
GA 210	G25524	Federal	OP 3	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GA 210	G25524	Federal	RT	12/1/2003		5,760	Fieldwood En	66.7%	PROD
GA 210	G25524	Federal	OP	12/1/2003		5,760	Fieldwood En	83.3%	PROD
GA 343	G06105	Federal	RT	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	12.5%	TERMIN
GA 343	G06105	Federal	OP	10/1/1983	1/19/2014	5,760	Black Elk En Off Op	37.5%	TERMIN
GB 85	G34515	Federal	RT	8/1/2012	7/7/2016	4,450	Apache Shelf Exp	100.0%	RELINQ
GI 104	G33671	Federal	RT	7/1/2010	6/10/2015	5,000	Apache Shelf Exp	46.9%	RELINQ
GI 110	G13943	Federal	RT	8/1/1993		5,000	Fieldwood En	50.0%	UNIT
GI 116	G13944	Federal	RT	7/1/1993		5,000	Fieldwood En	50.0%	UNIT
GI 117	G32232	Federal	RT	8/1/2008	7/31/2013	4,540	Apache	100.0%	EXPIR
GI 32	00174	Federal	RT	7/17/1948		2,500	BP E&P	75.0%	UNIT
GI 32	00174	Federal	OP	7/17/1948		2,500	BP E&P	37.5%	UNIT
GI 32	G01580	Federal	RT	7/1/1967	3/15/2016	2,500	BP Am Prod	75.0%	TERMIN
GI 32	G01580	Federal	OP	7/1/1967	3/15/2016	2,500	BP Am Prod	37.5%	TERMIN
GI 33	G04002	Federal	RT	3/1/1979	2/24/2017	5,000	Fieldwood En	100.0%	RELINQ
GI 39	00126	Federal	RT	4/21/1947		2,500	BP E&P	75.0%	UNIT
GI 39	00126	Federal	OP	4/21/1947		2,500	BP E&P	37.5%	UNIT
GI 39	00127	Federal	RT	4/21/1947		2,500	BP E&P	75.0%	UNIT
GI 39	00127	Federal	OP	4/21/1947		2,500	BP E&P	37.5%	UNIT
GI 40	00128	Federal	RT	4/21/1947		5,000	BP E&P	75.0%	UNIT
GI 40	00128	Federal	OP	4/21/1947		5,000	BP E&P	37.5%	UNIT
GI 41	00129	Federal	RT	4/21/1947		2,500	BP E&P	75.0%	UNIT
GI 41	00129	Federal	OP	4/21/1947		2,500	BP E&P	37.5%	UNIT
GI 41	00130	Federal	RT	4/21/1947		2,500	BP E&P	75.0%	UNIT
GI 41	00130	Federal	OP	4/21/1947		2,500	BP E&P	37.5%	UNIT
GI 42	00131	Federal	RT	4/21/1947		5,000	BP E&P	75.0%	UNIT
GI 43	00175	Federal	RT	7/17/1948	—	5,000	GOM Shelf	75.0%	UNIT
GI 43	00175	Federal	OP	7/17/1948	—	5,000	GOM Shelf	37.5%	UNIT
GI 44	00176	Federal	RT	7/17/1948		2,500	BP E&P	75.0%	UNIT
GI 44	00176	Federal	OP	7/17/1948		2,500	BP E&P	37.5%	UNIT
GI 46	00132	Federal	RT	4/21/1947		5,000	BP E&P	75.0%	UNIT
GI 46	00132	Federal	OP	4/21/1947		5,000	BP E&P	37.5%	UNIT
GI 47	00133	Federal	RT	4/21/1947		5,000	BP E&P	75.0%	UNIT
GI 47	00133	Federal	OP	4/21/1947		5,000	BP E&P	37.5%	UNIT
GI 48	00134	Federal	RT	4/21/1947		5,000	BP E&P	75.0%	UNIT
GI 48	00134	Federal	OP	4/21/1947		5,000	BP E&P	37.5%	UNIT

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
GI 52	00177	Federal	RT	7/17/1948		2,500	BP E&P	75.0%	UNIT
GI 52	00177	Federal	OP	7/17/1948		2,500	BP E&P	50.0%	UNIT
GI 54	G27173	Federal	RT	7/1/2005	2/12/2017	5,000	Fieldwood En	50.0%	TERMIN
GI 76	G02161	Federal	RT	10/1/1972	9/18/2019	5,000	Fieldwood En	95.8%	RELINQ
GI 90	G04003	Federal	RT	3/1/1979	4/18/2016	5,000	BP E&P	100.0%	TERMIN
GI 90	G04003	Federal	OP 1	3/1/1979	4/18/2016	5,000	BP E&P	100.0%	TERMIN
GI 90	G04003	Federal	OP 2	3/1/1979	4/18/2016	5,000	BP E&P	50.0%	TERMIN
GI 90	G04003	Federal	OP 4	3/1/1979	4/18/2016	5,000	BP E&P	50.0%	TERMIN
GI 90	G04003	Federal	OP 5	3/1/1979	4/18/2016	5,000	BP E&P	100.0%	TERMIN
GI 90	G04003	Federal	OP 6	3/1/1979	4/18/2016	5,000	BP E&P	100.0%	TERMIN
GI 93	G02628	Federal	RT	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
GI 93	G02628	Federal	OP	5/1/1974	12/4/2014	5,000	BP E&P	100.0%	TERMIN
GI 94	G02163	Federal	RT	11/1/1972	7/27/2017	4,540	BP E&P	100.0%	RELINQ
GI 94	G02163	Federal	OP	11/1/1972	7/27/2017	4,540	BP E&P	100.0%	RELINQ
GI 98	G34354	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
HI 110	G02353	Federal	RT	8/1/1973	5/31/2019	5,760	W & T Off	20.0%	TERMIN
HI 111	G02354	Federal	RT	8/1/1973	4/30/2019	5,760	W & T Off	20.0%	TERMIN
HI 114	G32747	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HI 116	G06156	Federal	RT	10/1/1983	2/25/2015	5,760	Castex Off	100.0%	TERMIN
HI 129	G01848	Federal	RT	6/1/1968		5,760	Fieldwood En	90.0%	PROD
HI 129	G01848	Federal	ORRI	6/1/1968			Fieldwood En	10.4%	PROD
HI 132	G32748	Federal	RT	12/1/2008	11/30/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HI 140	00518	Federal	OP	1/1/1955	2/10/2015	5,760	Black Elk En Off Op	50.0%	TERMIN
HI 163	G22236	Federal	RT	12/1/2000	5/31/2015	5,760	Fieldwood En	70.0%	TERMIN
HI 176	G06164	Federal	OPRTS Cont	10/1/1983	12/1/2002	5,760	Apache	49.5%	TERMIN
HI 179	G03236	Federal	RT	9/1/1975		5,760	Cox Op	100.0%	UNIT
HI 193	G03237	Federal	CONT	9/1/1975		5,760	Arena Off	90.0%	UNIT
HI 194	G06166	Federal	RT	10/1/1983	7/21/2013	5,760	Apache	100.0%	TERMIN
HI 194	G06166	Federal	OP	10/1/1983	7/21/2013	5,760	Apache	45.0%	TERMIN
HI 201	G23199	Federal	OP	12/1/2001	10/5/2014	5,760	Apache Shelf	37.6%	TERMIN
HI 206	G20660	Federal	RT	1/1/1999		5,760	Fieldwood En	100.0%	PROD
HI 45	G12564	Federal	RT	10/1/1990	3/8/2015	4,367	Fieldwood En	16.7%	TERMIN
HI 45	G12564	Federal	OP 1	10/1/1990	3/8/2015	4,367	Fieldwood En	15.0%	TERMIN
HI 45	G12564	Federal	OP 2	10/1/1990	3/8/2015	4,367	Fieldwood En	33.3%	TERMIN
HI 52	00508	Federal	RT	1/1/1955	9/24/2013	1,440	SandRidge En Off	75.0%	TERMIN
HI 52	00509	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
HI 52	00511	Federal	RT	1/1/1955	9/24/2013	1,440	Apache	75.0%	TERMIN
HI 53	00513	Federal	RT	1/1/1955	9/24/2013	180	Phoenix Exp	75.0%	TERMIN
HI 53	00740	Federal	RT	4/1/1960	9/24/2013	1,440	Apache	75.0%	TERMIN
HI A-133	G32760	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
HI A-145	G32761	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A-146	G32762	Federal	RT	11/1/2008	10/31/2013	5,760	Apache Shelf Exp	100.0%	EXPIR
HI A-148	G32763	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A-160	G32764	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A-171	G30679	Federal	RT	12/1/2006	8/9/2014	5,760	Walter O&G	33.3%	TERMIN
HI A-326	G32777	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A-334	G02423	Federal	RT	8/1/1973	2/27/2014	5,760	Fieldwood En	38.9%	TERMIN
HI A-341	G25605	Federal	RT	12/1/2003		5,760	Fieldwood En	60.0%	PROD
HI A-350	G02428	Federal	RT	8/1/1973	7/24/2013	4,345	Apache	100.0%	RELINQ
HI A360	G34677	Federal	RT	3/1/2013	2/18/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
HI A361	G34678	Federal	RT	3/1/2013	2/24/2017	5,760	Fieldwood En	100.0%	RELINQ
HI A363	G33413	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HI A-365	G02750	Federal	RT	7/1/1974		5,760	Fieldwood En	53.1%	PROD
HI A-376	G02754	Federal	OP 1	7/1/1974		5,760	Fieldwood En	100.0%	PROD
HI A-376	G02754	Federal	RT	7/1/1974		5,760	Fieldwood En	44.4%	PROD
HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	1.2%	PROD
HI A-376	G2754	Federal	ORRI	7/1/1974			Fieldwood En	6.0%	PROD
HI A-382	G02757	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
HI A406	G32767	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A430	G33412	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
HI A442	G11383	Federal	OP	11/1/1989	3/27/2017	5,760	Northstar Off Grp	22.7%	TERMIN
HI A454	G32769	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A457	G32770	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
HI A-474	G02366	Federal	RT	8/1/1973	2/28/2017	5,760	McMoRan O&G	10.0%	TERMIN
HI A-475	G02367	Federal	CONT	8/1/1973	12/25/1999	5,760	CNG Prod	10.0%	TERMIN
HI A-489	G02372	Federal	RT	8/1/1973	2/28/2017	5,760	McMoRan O&G	8.5%	TERMIN
HI A537	G02698	Federal	CONT	5/29/1974	11/2/2016		McMoRan O&G		TERMIN
HI A545	G17199	Federal	OP	1/1/1997	6/30/2019	5,760	Fieldwood En	60.0%	TERMIN
HI A-572	G02392	Federal	RT	8/1/1973	5/18/2006	5,760	Apache	72.4%	TERMIN
HI A-573	G02393	Federal	RT	8/1/1973		5,760	Fieldwood En	72.4%	PROD
HI A-581	G18959	Federal	CONT	8/27/1997	7/1/2005		Cox Op	24.7%	TERMIN
HI A582	G02719	Federal	RT	7/1/1974		5,760	Cox Op	24.7%	PROD
HI A-582	G02719	Federal	OP 1	7/1/1974		5,760	Cox Op	15.5%	PROD
HI A-595	G02721	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
HI A-596	G02722	Federal	RT	7/1/1974		5,760	Fieldwood En	72.4%	PROD
MC 108	G09777	Federal	RT	7/1/1988		5,760	BP E&P	75.2%	PROD
MC 108	G09777	Federal	OP	7/1/1988		5,760	BP E&P	75.2%	PROD
MC 110	G18192	Federal	RT	8/1/1997		5,760	Fieldwood En	50.0%	PROD
MC 110	G18192	Federal	ORRI	8/1/1997			Fieldwood En	3.9%	PROD
MC 21	G28351	Federal	ORRI	7/1/1995		4,445	ANKOR En	3.0%	PROD

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MC 311	G02968	Federal	RT	12/1/1974		5,760	Fieldwood En	100.0%	PROD
MC 65	G21742	Federal	RT	6/1/2000		5,760	ANKOR En	100.0%	PROD
MC 65	G21742	Federal	ORRI	6/1/2000			ANKOR En	13.0%	PROD
MI 486	MF88560	SL - TX	WI	10/5/1982	9/1/2019	1,440	Fieldwood	100.0%	EXPIRED
MI 487	MF-88562	SL - TX	WI	10/5/1982	—	1,305	Fieldwood	100.0%	SI
MI 518	G05169	Federal	RT	1/1/1983	9/30/2019	5,675	BP E&P	100.0%	TERMIN
MI 518	MF80522	SL - TX	WI	10/2/1979	9/1/2019	85	Fieldwood	100.0%	EXPIRED
MI 519	MF-79413	SL - TX	WI	2/6/1979	—	739	Fieldwood	100.0%	SI
MI 622	G05000	Federal	RT	4/1/1982	8/23/2018	5,760	BP E&P	81.0%	TERMIN
MI 622	G05000	Federal	OP	4/1/1982	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MI 623	G03088	Federal	RT	4/1/1975	8/23/2018	5,760	BP E&P	81.0%	TERMIN
MI 623	G03088	Federal	OP	4/1/1975	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MI 635	G06043	Federal	RT	10/1/1983	8/23/2018	5,760	BP E&P	81.0%	TERMIN
MI 635	G06043	Federal	OP	10/1/1983	8/23/2018	5,760	BP E&P	37.5%	TERMIN
MI 636	G34670	Federal	RT	4/1/2013	3/25/2016	5,760	Apache Shelf Exp	100.0%	RELINQ
MI 652	G34022	Federal	RT	2/1/2012	1/31/2017	5,760	Apache Shelf Exp	100.0%	EXPIR
MI 681	G04703	Federal	RT	9/1/1981	2/25/2014	5,760	Fieldwood En	100.0%	TERMIN
MI 685	G04548	Federal	RT	1/1/1981	12/22/2014	5,760	EOG Res	50.0%	TERMIN
MI 685	G04548	Federal	OP	1/1/1981	12/22/2014	5,760	EOG Res	2.5%	TERMIN
MI 703	G03733	Federal	RT	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
MI 703	G03733	Federal	OP 1	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
MI 703	G03733	Federal	OP 2	6/1/1978	2/26/2014	5,760	Fieldwood En	100.0%	TERMIN
MI 772	MF93351	SL - TX	WI	2/7/1989	1/1/2017	704	Fieldwood	100.0%	TERMINATED
MO 820	G34403	Federal	RT	8/1/2012	7/7/2016	3,347	Apache Shelf Exp	100.0%	RELINQ
MO 821	G05058	Federal	RT	4/1/1982	9/19/2014	4,028	Fieldwood En	100.0%	TERMIN
MO 821	E OF ALABAMA	SL - AL	WI	8/14/1984	1/1/2019	2,511	Fieldwood	100.0%	TERMINATED
MO 826	G26176	Federal	RT	7/1/2004		1,430	Fieldwood En	75.0%	PROD
MO 871	G32272	Federal	RT	8/1/2008	7/31/2013	5,760	Apache	100.0%	EXPIR
MO 913	G33131	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
MO 914	G33132	Federal	RT	6/1/2009	5/31/2014	5,760	Apache Shelf Exp	75.0%	EXPIR
MP 120	G3197	Federal	ORRI	7/1/1975			Arena Off	2.0%	PROD
MP 120	G03197	Federal	ORRI	5/28/1975			Arena Off	2.0%	PROD
MP 134	G34375	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MP 135	G34376	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MP 136	G34377	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MP 137	G34378	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MP 140	G02193	Federal	RT	10/1/1972		4,995	Fieldwood En	65.0%	PROD
MP 143	G34380	Federal	RT	10/1/2012	9/16/2016	4,995	Apache Shelf Exp	100.0%	RELINQ
MP 146	G34860	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
MP 147	G34861	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MP 148	G34381	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MP 149	G34382	Federal	RT	11/1/2012	10/4/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MP 150	G34862	Federal	RT	7/1/2013	6/21/2017	5,000	Apache Shelf Exp	75.0%	RELINQ
MP 152	G01966	Federal	RT	1/1/1970		4,978	Fieldwood En	50.0%	UNIT
MP 152	G01966	Federal	OP	1/1/1970		4,978	Fieldwood En	75.0%	UNIT
MP 153	G01967	Federal	RT	1/1/1970		5,000	Fieldwood En	50.0%	UNIT
MP 153	G01967	Federal	OP	1/1/1970		5,000	Fieldwood En	75.0%	UNIT
MP 166	G26152	Federal	RT	7/1/2004	11/3/2014	4,995	Fieldwood En	100.0%	TERMIN
MP 175	G08753	Federal	OP	8/1/1987	9/1/2013	4,995	Tana Exp	21.2%	TERMIN
MP 255	G07825	Federal	RT	8/1/1985	3/9/2014	4,995	Fieldwood En	52.4%	TERMIN
MP 259	G07827	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	UNIT
MP 260	G07828	Federal	RT	9/1/1985	7/11/2020	4,995	Fieldwood En	56.9%	UNIT
MP 270	G22812	Federal	ORRI	7/1/2001		4,995	Castex Off	1.0%	UNIT
MP 271	G34388	Federal	RT	10/1/2012	9/30/2017	4,995	Apache Shelf Exp	100.0%	EXPIR
MP 272	G34865	Federal	RT	7/1/2013	6/21/2017	4,995	Apache Shelf Exp	75.0%	RELINQ
MP 273	G33690	Federal	RT	7/1/2010		4,995	Castex Off	37.5%	UNIT
MP 274	G33691	Federal	RT	7/1/2010	6/30/2015	4,995	Castex Off	37.5%	EXPIR
MP 275	G15395	Federal	RT	9/1/1995		4,995	Fieldwood En	100.0%	PROD
MP 275	G15395	Federal	ORRI	9/1/1995			Fieldwood En	8.3%	PROD
MP 281	G10910	Federal	RT	7/1/1989		4,995	EnVen En Vent	50.0%	PROD
MP 281	G10910	Federal	OP	7/1/1989		4,995	EnVen En Vent	30.0%	PROD
MP 281	G10910	Federal	ORRI	7/1/1989			EnVen En Vent	3.1%	PROD
MP 289	G01666	Federal	RT	7/1/1967		4,561	Fieldwood En	100.0%	PROD
MP 290	G34866	Federal	RT	7/1/2013	6/21/2017	4,561	Apache Shelf Exp	75.0%	RELINQ
MP 290	G01667	Federal	RT	7/1/1967	11/22/2012	4,561	Apache	100.0%	TERMIN
MP 291	G34391	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
MP 292	G34392	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MP 293	G34393	Federal	RT	11/1/2012	10/31/2017	4,561	Apache Shelf Exp	100.0%	EXPIR
MP 294	G34394	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MP 295	G32263	Federal	CONT	8/1/2008	7/31/2015	4,561	Fieldwood En	37.5%	TERMIN
MP 296	G01673	Federal	RT	6/1/1967		4,561	GOM Shelf	50.0%	UNIT
MP 296	G01673	Federal	OP	6/1/1967		4,561	GOM Shelf	25.0%	UNIT
MP 297	G34395	Federal	RT	11/1/2012	10/4/2016	4,561	Apache Shelf Exp	100.0%	RELINQ
MP 300	G01317	Federal	OP	6/1/1962		4,561	Cantium	10.4%	UNIT
MP 301	G04486	Federal	OP 1	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MP 301	G04486	Federal	OP 2	11/1/1980	8/23/2019	5,000	Walter O&G	6.3%	TERMIN
MP 301	G04486	Federal	OP 3	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MP 301	G04486	Federal	RT	11/1/1980	8/23/2019	5,000	Walter O&G	10.4%	TERMIN
MP 302	G32264	Federal	RT	7/1/2008		5,000	GOM Shelf	100.0%	PROD
MP 303	G04253	Federal	OP 1	12/1/1979		5,000	Fieldwood En	25.0%	UNIT

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
MP 303	G04253	Federal	RT	12/1/1979		5,000	Fieldwood En	100.0%	UNIT
MP 304	G03339	Federal	OP	4/1/1976		5,000	ConocoPhillips	100.0%	UNIT
MP 305	G34396	Federal	RT	12/1/2012	11/22/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
MP 308	G32265	Federal	RT	8/1/2008		5,000	Fieldwood En	100.0%	PROD
MP 309	G08760	Federal	RT	6/1/1987		5,000	Fieldwood En	100.0%	PROD
MP 310	G04126	Federal	RT	10/1/1979		5,000	Fieldwood En	100.0%	UNIT
MP 311	G02213	Federal	RT	11/1/1972		5,000	GOM Shelf	50.0%	PROD
MP 311	G02213	Federal	OP	11/1/1972		5,000	GOM Shelf	25.0%	PROD
MP 312	G16520	Federal	RT	7/1/1996		5,000	Fieldwood En	100.0%	PROD
MP 314	G33693	Federal	OP	7/1/2010	6/30/2015	5,000	Apache Shelf Exp	80.0%	EXPIR
MP 315	G08467	Federal	RT	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MP 315	G08467	Federal	OP 3	7/1/1986		5,000	Fieldwood En	100.0%	PROD
MP 315	G08467	Federal	OP 1	7/1/1986		5,000	Fieldwood En	80.0%	PROD
MP 5	SL13890	SL - LA	WI			26	Apache	50.0%	TERMIN
MP 59	G03194	Federal	OP	7/1/1975		1,406	Cantium	37.5%	UNIT
MP 59	G08461	Federal	OP	7/1/1986		2,340	Cantium	37.5%	UNIT
MP 6	SL03771	SL - LA	WI	4/26/1961	6/28/2012	1,067	Apache	50.0%	TERMIN
MP 6	SL13580	SL - LA	WI			287	Apache	50.0%	TERMIN
MP 6	SL13891	SL - LA	WI			270	Apache	50.0%	TERMIN
MP 64	G04909	Federal	ORRI	12/1/1981		4,988	Sanare En Part	4.2%	UNIT
MP 7	SL03773	SL - LA	WI	4/26/1961	6/28/2012	-	Apache	50.0%	TERMIN
MP 7	SL13892	SL - LA	WI			44	Apache	50.0%	TERMIN
MP 74	G34857	Federal	RT	8/1/2013	7/7/2016	1,733	Apache Shelf Exp	75.0%	RELINQ
MP 77	G04481	Federal	RT	11/1/1980		4,655	Fieldwood En Off	26.2%	PROD
MP 77/78	G04481	Federal	OP	11/1/1980		4,655	Fieldwood En Off	23.5%	PROD
MP 91	G14576	Federal	RT	5/1/1994	3/18/2008	1,017	Apache	100.0%	TERMIN
MU 883	MF98761	SL - TX	WI		10/1/2012		Apache	100.0%	TERMIN
MU A-111	G03068	Federal	RT	4/1/1975	1/12/2013	5,760	Apache	100.0%	TERMIN
MU A133	G33392	Federal	RT	10/1/2009	9/30/2014	5,760	Apache Shelf Exp	100.0%	EXPIR
MU A134	G32724	Federal	RT	11/1/2008	10/31/2013	5,760	Apache	100.0%	EXPIR
MU A85	G03061	Federal	RT	4/1/1975		5,760	EnVen En Vent	53.3%	PROD
PE 881	G06390	Federal	OP	2/1/1984	10/17/2013	5,760	ConocoPhillips	18.8%	TERMIN
PL 1	G04234	Federal	RT	1/1/1980	7/10/2020	1,568	Fieldwood En	100.0%	PROD
PL 10	G02925	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	PROD
PL 11	00071	Federal	RT	9/12/1946	9/8/2020	5,000	Fieldwood En	100.0%	PROD
PL 25	G14535	Federal	RT	7/1/1994	7/30/2019	5,000	Arena Off	100.0%	TERMIN
PL 5	G12027	Federal	RT	6/1/1990	5/13/2019	5,000	Talos En Off	100.0%	RELINQ
PL 6	G09651	Federal	RT	5/1/1988	7/12/2017	5,000	Walter O&G	100.0%	RELINQ
PL 6	G09651	Federal	OP 1	5/1/1988	7/12/2017	5,000	Walter O&G	35.0%	RELINQ
PL 6	G09651	Federal	OP 2	5/1/1988	7/12/2017	5,000	Walter O&G	65.0%	RELINQ

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
PL 8	G03587	Federal	RT	8/1/1977	6/19/2018	5,000	ANKOR En	12.5%	TERMIN
PL 9	G02924	Federal	RT	12/1/1974	7/26/2020	5,000	Fieldwood En	100.0%	PROD
PL 9	G02924	Federal	OP	12/1/1974	7/26/2020	5,000	Fieldwood En	50.0%	PROD
PN 883	MF100410	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
PN 883	MF100411	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
PN 883	MF100412	SL - TX	WI	10/6/1998	1/0/1900	720	Fieldwood	35.0%	ACTIVE
PN 883	MF101898	SL - TX	WI	10/6/1998			Apache	35.0%	TERMIN
PN 883	MF96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
PN 883	MF96147	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
PN 883	SL96146	SL - TX	WI	10/4/1994	1/0/1900	720	Fieldwood	35.0%	ACTIVE
PN 899L	MF100413	SL - TX	WI	10/6/1998	1/0/1900	375	Fieldwood	35.0%	ACTIVE
PN 899L	MF100414	SL - TX	WI	10/6/1998	1/0/1900	360	Fieldwood	35.0%	ACTIVE
PN 969	G05953	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
PN 976	G05954	Federal	RT	10/1/1983	6/30/2015	5,760	Peregrine O&G II	8.3%	TERMIN
SA 10	G03958	Federal	RT	3/1/1979	12/29/2017	3,144	Fieldwood En	92.3%	TERMIN
SA 10	G03958	Federal	OP	3/1/1979	12/29/2017	3,144	Fieldwood En	20.0%	TERMIN
SA 13	G03959	Federal	OP	3/1/1979	1/16/2020	5,000	Renaissance Off	50.0%	TERMIN
SM 10	G01181	Federal	RT	4/1/1962	1/6/2019	5,000	Fieldwood En	100.0%	TERMIN
SM 105	G17938	Federal	RT	8/1/1997		5,000	Fieldwood En	100.0%	PROD
SM 106	G02279	Federal	RT	2/1/1973	11/19/2015	2,500	Fieldwood En	100.0%	TERMIN
SM 106	G03776	Federal	RT	6/1/1978		2,500	Fieldwood En	100.0%	PROD
SM 108	00792	Federal	RT	5/1/1960	–	5,000	Talos En Off	25.0%	PROD
SM 108	00792	Federal	OP	5/1/1960	–	5,000	Talos En Off	12.5%	PROD
SM 11	G01182	Federal	RT	3/1/1962		5,000	Fieldwood En	100.0%	PROD
SM 127	G02883	Federal	RT	12/1/1974		2,784	Fieldwood En	66.7%	PROD
SM 127	G02883	Federal	OP 2	12/1/1974		2,784	Fieldwood En	33.3%	PROD
SM 128	G02587	Federal	RT	5/1/1974		5,000	Fieldwood En	66.7%	PROD
SM 132	G02282	Federal	RT	2/1/1973	4/1/2016	5,000	Fieldwood En	50.0%	TERMIN
SM 135	G19776	Federal	RT	5/1/1998	2/18/2012	3,293	Mariner En Res	50.0%	TERMIN
SM 136	G02588	Federal	RT	5/1/1974	8/4/2019	2,500	Fieldwood En	50.0%	TERMIN
SM 137	G02589	Federal	RT	5/1/1974	6/30/2015	5,000	Fieldwood En	50.0%	TERMIN
SM 141	G02885	Federal	OP 2	12/1/1974	4/1/2016	5,000	Fieldwood En	66.7%	TERMIN
SM 141	G02885	Federal	RT	12/1/1974	4/1/2016	5,000	Fieldwood En	77.6%	TERMIN
SM 149	G02592	Federal	RT	5/1/1974		2,500	Fieldwood En	50.0%	PROD
SM 150	G16325	Federal	RT	6/1/1996	5/22/2018	3,329	Fieldwood En	50.0%	RELINQ
SM 161	G04809	Federal	RT	9/1/1981		5,000	Fieldwood En	100.0%	PROD
SM 171	G34273	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SM 172	G34274	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SM 177	G34275	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SM 178	G34276	Federal	RT	9/1/2012	8/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SM 18	G08680	Federal	RT	6/1/1987	11/3/2019	5,000	Fieldwood En	50.0%	TERMIN
SM 18	G08680	Federal	OP	6/1/1987	11/3/2019	5,000	Fieldwood En	100.0%	TERMIN
SM 188	G34277	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SM 189	G34278	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SM 193	G34279	Federal	RT	9/1/2012	8/23/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SM 195	G21108	Federal	ORRI	6/1/1999	12/27/2015		Tarpon O&D	4.0%	TERMIN
SM 236	G4437	Federal	ORRI	11/1/1980			Cox Op	4.4%	UNIT
SM 241	00310	Federal	RT	2/7/1936	–	114,601	Cox Op	60.0%	UNIT
SM 241	00310	Federal	OP	2/7/1936	–	114,601	Cox Op	60.0%	UNIT
SM 241	00310	Federal	Unit	2/7/1936	–	114,601	Cox Op	16.0%	UNIT
SM 268	G02310	Federal	CONT	12/19/1972	9/7/2009		Apache	69.9%	TERMIN
SM 268	G34284	Federal	RT	8/1/2012	7/31/2017	3,237	Apache Shelf Exp	100.0%	EXPIR
SM 269	G02311	Federal	RT	1/1/1973		5,000	Fieldwood En	72.8%	SOP
SM 280	G14456	Federal	OP 1	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SM 280	G14456	Federal	OP 3	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SM 280	G14456	Federal	RT	6/1/1994		5,000	Fieldwood En	50.0%	PROD
SM 281	G02600	Federal	RT	4/1/1974		3,214	Fieldwood En	68.1%	PROD
SM 34	G13897	Federal	OP	5/1/1993	8/24/2014	5,000	Black Elk En Off Op	50.0%	TERMIN
SM 41	G01192	Federal	OP	6/1/1962		5,000	Fieldwood En Off	50.0%	PROD
SM 44	G23840	Federal	RT	5/1/2002	3/25/2014	5,000	SandRidge En Off	100.0%	TERMIN
SM 48	00786	Federal	OP	5/1/1960	–	5,000	Fieldwood En	50.0%	PROD
SM 58	G01194	Federal	RT	5/1/1962		5,000	ANKOR En	100.0%	PROD
SM 66	G01198	Federal	RT	6/1/1962	9/25/2019	5,000	Fieldwood En	50.0%	TERMIN
SM 7	G33610	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
SM 76	G01208	Federal	RT	6/1/1962	1/26/2020	5,000	Fieldwood En	50.0%	TERMIN
SM 93	G21618	Federal	RT	5/1/2000		5,000	Talos ERT	12.5%	PROD
SM 97	G32159	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SP 61	G01609	Federal	OP	7/1/1967		5,000	Fieldwood En	100.0%	UNIT
SP 62	G01294	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
SP 63	G34365	Federal	RT	8/1/2012	7/31/2017	5,000	Apache Shelf Exp	100.0%	EXPIR
SP 64	G01901	Federal	RT	1/1/1969		5,000	Fieldwood En	50.0%	UNIT
SP 64	G01901	Federal	OP	1/1/1969		5,000	Fieldwood En	75.0%	UNIT
SP 65	G01610	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	UNIT
SP 65	G01610	Federal	OP	7/1/1967		5,000	Fieldwood En	75.0%	UNIT
SP 66	G1611	Federal	ORRI	6/1/1967			Fieldwood En	8.3%	UNIT
SP 68	G34366	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SP 69	G34367	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
SP 70	G01614	Federal	RT	6/1/1967		5,000	Fieldwood En	100.0%	PROD
SP 75	G05051	Federal	OP 2	4/1/1982	1/23/2016	5,000	GOM Shelf	28.8%	TERMIN
SP 75	G05051	Federal	RT	4/1/1982	1/23/2016	5,000	GOM Shelf	71.2%	TERMIN

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SP 83	G05052	Federal	ORRI	4/1/1982	2/27/2020	5,000	Arena Off	0.7%	RELINQ
SP 87	G07799	Federal	RT	9/1/1985	8/2/2020	3,540	Fieldwood En	33.3%	PROD
SP 88	G10894	Federal	RT	6/1/1989	5/2/2012	3,540	Apache	100.0%	RELINQ
SP 89	G01618	Federal	RT	7/1/1967		5,000	Fieldwood En	50.0%	PROD
SP 96	G31431	Federal	RT	3/1/2008	2/21/2014	5,000	Stone En	50.0%	RELINQ
SS 105	G09614	Federal	RT	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SS 105	G09614	Federal	OP 2	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SS 105	G09614	Federal	OP 3	8/1/1988		5,000	Bennu O&G	100.0%	PROD
SS 126	G12940	Federal	RT	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SS 126	G12940	Federal	OP	5/1/1991	2/16/2020	5,000	Fieldwood En	100.0%	TERMIN
SS 129	G12941	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	PROD
SS 129	G12941	Federal	ORRI	5/1/1991			Fieldwood En	3.3%	PROD
SS 130	00453	Federal	ORRI	1/1/1955	2/25/2020	5,000	W&T Off	3.0%	TERMIN
SS 145	G34831	Federal	CONT	9/1/2013	10/31/2019	5,000	Hoactzin Part	25.0%	TERMIN
SS 150	00419	Federal	ORRI	11/1/1954	-	5,000	Ridgelake En	5.0%	PROD
SS 151	G15282	Federal	RT	7/1/1995		5,000	EnVen En Vent	100.0%	PROD
SS 153	G18011	Federal	RT	7/1/1997	7/5/2016	5,000	Fieldwood En	33.3%	TERMIN
SS 154	00420	Federal	ORRI	11/1/1954			Ridgelake En	8.0%	PROD
SS 159	G11984	Federal	OP	7/1/1990	10/31/2019	5,000	Hoactzin Part	15.5%	TERMIN
SS 169	00820	Federal	RT	4/1/1960		5,000	Fieldwood En	66.7%	PROD
SS 175	G05550	Federal	RT	7/1/1983		5,000	Chevron USA	66.7%	UNIT
SS 176	G33646	Federal	RT	7/1/2010		5,000	Fieldwood En	40.0%	PROD
SS 178	G05551	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	PROD
SS 182	G03998	Federal	RT	3/1/1979		2,500	Fieldwood En	100.0%	PROD
SS 188	G05203	Federal	CONT	1/1/1983	12/30/1991	5,027	Shell Offshore	100.0%	TERMIN
SS 189	G04232	Federal	OP 5	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SS 189	G04232	Federal	RT	12/1/1979		5,000	Fieldwood En	99.0%	PROD
SS 189	G4232	Federal	ORRI	12/1/1979			Fieldwood En	8.0%	PROD
SS 190	G10775	Federal	RT	4/1/1989	8/10/2019	5,000	Fieldwood En	60.0%	TERMIN
SS 190	G10775	Federal	OP	4/1/1989	8/10/2019	5,000	Fieldwood En	100.0%	TERMIN
SS 193	G13917	Federal	RT	5/1/1993		5,000	Fieldwood En	100.0%	PROD
SS 194	G15288	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
SS 198	00593	Federal	RT	9/1/1955		2,969	Renaissance Off	50.0%	PROD
SS 198	G12355	Federal	OP	9/1/1955		2,031	Renaissance Off	25.0%	PROD
SS 199	00594	Federal	RT	9/1/1955		3,516	Talos En Off	50.0%	PROD
SS 199	G12358	Federal	OP	9/1/1955		1,484	Renaissance Off	50.0%	PROD
SS 204	G01520	Federal	RT	7/1/1967		5,000	Fieldwood En	55.2%	PROD
SS 206	G01522	Federal	RT	7/1/1967		5,000	Fieldwood En	60.0%	UNIT
SS 207	G01523	Federal	RT	7/1/1967		5,000	Fieldwood En	72.2%	UNIT
SS 207	G01523	Federal	OP	7/1/1967		5,000	Fieldwood En	47.6%	UNIT

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SS 210	G05204	Federal	CONT	1/1/1983	12/26/1990	5,000	Shell Offshore	100.0%	RELINQ
SS 216	G01524	Federal	RT	7/1/1967		5,000	Fieldwood En	80.0%	PROD
SS 243	G10780	Federal	RT	7/1/1989		5,000	Fieldwood En	50.0%	PROD
SS 243	G10780	Federal	ORRI	7/1/1989			Fieldwood En	4.2%	PROD
SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	5.3%	UNIT
SS 249	G1030	Federal	ORRI	6/1/1962			Fieldwood En Off	0.2%	UNIT
SS 258	G05560	Federal	RT	7/1/1983	4/1/2016	5,000	Castex Off	100.0%	TERMIN
SS 258	G05560	Federal	OP	7/1/1983	4/1/2016	5,000	Castex Off	7.4%	TERMIN
SS 259	G05044	Federal	RT	4/1/1982	3/1/2018	5,141	Fieldwood En	100.0%	TERMIN
SS 259	G05044	Federal	OP	4/1/1982	3/1/2018	5,141	Fieldwood En	7.4%	TERMIN
SS 271	G01038	Federal	RT	6/1/1962		5,000	Fieldwood En Off	20.0%	UNIT
SS 274	G01039	Federal	RT	6/1/1962		5,000	Fieldwood En	100.0%	PROD
SS 276	G10785	Federal	RT	5/1/1989	10/31/2007	5,000	Forest Oil	66.7%	TERMIN
SS 277	G09627	Federal	RT	5/1/1988		5,000	Fieldwood En	1.0%	SOP
SS 277	G09627	Federal	OP	5/1/1988		5,000	Fieldwood En	100.0%	SOP
SS 278	G32206	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
SS 291	G02923	Federal	OP	12/1/1974		3,750	Fieldwood En	67.9%	OPERNS
SS 30	00333	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SS 301	G10794	Federal	ORRI	5/1/1989			Fieldwood En	1.5%	SOP
SS 31	00334	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SS 314	G26074	Federal	OP 4	5/1/2004		5,000	Fieldwood En	37.5%	PROD
SS 314	G26074	Federal	RT	5/1/2004		5,000	Fieldwood En	75.0%	PROD
SS 314	G26074	Federal	ORRI	5/1/2004			Fieldwood En	4.5%	PROD
SS 32	00335	Federal	RT	9/12/1946		5,000	W & T Off	37.5%	UNIT
SS 33	00336	Federal	CONT	9/12/1946	–	5,000	W&T Off	28.9%	UNIT
SS 33	00336	Federal	ORRI	9/12/1946	–	5,000	W&T Off	0.8%	UNIT
SS 354	G15312	Federal	RT	7/1/1995		5,000	Fieldwood En	100.0%	PROD
SS 355	G33650	Federal	RT	6/1/2010	4/7/2016	5,323	Apache Shelf Exp	100.0%	RELINQ
SS 58	G07746	Federal	ORRI	7/1/1985		5,000	Talos Third Cst	10.5%	PROD
SS 68	G02917	Federal	RT	12/1/1974	11/15/2019	5,000	Fieldwood En	100.0%	RELINQ
SS 87	G12349	Federal	ORRI	9/12/1946		1,953	Sanare En Part	1.0%	UNIT
SS 91	G02919	Federal	RT	12/1/1974		5,000	Fieldwood En	87.5%	PROD
SS 91	G02919	Federal	OP 2	12/1/1974		5,000	Fieldwood En	87.5%	PROD
ST 146	G33110	Federal	RT	7/1/2009	6/30/2014	3,772	Apache Shelf Exp	100.0%	EXPIR
ST 148	G01960	Federal	RT	2/1/1970		2,500	Arena Off	15.6%	PROD
ST 148	G01960	Federal	OP	2/1/1970		2,500	Arena Off	15.6%	PROD
ST 161	G01248	Federal	OP	6/1/1962		5,000	Arena Off	25.0%	PROD
ST 166	G01252	Federal	OP	6/1/1962	8/27/2013	5,000	Apache	100.0%	TERMIN
ST 173	G04001	Federal	RT	3/1/1979	8/27/2013	5,000	Apache	100.0%	TERMIN
ST 179	G12020	Federal	RT	6/1/1990	8/27/2015	5,000	Fieldwood En Off	50.0%	TERMIN

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
ST 179	G12020	Federal	OP	6/1/1990	8/27/2015	5,000	Fieldwood En Off	68.8%	TERMIN
ST 190	G01261	Federal	RT	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
ST 190	G01261	Federal	OP	6/1/1962	9/27/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
ST 194	G05610	Federal	RT	7/1/1983	1/5/2015	5,000	Fieldwood En	100.0%	TERMIN
ST 203	G01269	Federal	OP 1	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
ST 203	G01269	Federal	OP 2	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	20.0%	TERMIN
ST 203	G01269	Federal	RT	6/1/1962	5/25/2014	5,000	Black Elk En Off Op	40.0%	TERMIN
ST 205	G05612	Federal	RT	7/1/1983		5,000	Fieldwood En	50.0%	PROD
ST 205	G05612	Federal	OP 3	7/1/1983		5,000	Fieldwood En	75.0%	PROD
ST 205	G05612	Federal	OP 4	7/1/1983		5,000	Fieldwood En	100.0%	PROD
ST 205	G05612	Federal	OP 7	7/1/1983		5,000	Fieldwood En	50.0%	PROD
ST 205	G05612	Federal	OP 6	7/1/1983		5,000	Fieldwood En	75.0%	PROD
ST 205	G05612	Federal	OP 5	7/1/1983		5,000	Fieldwood En	50.0%	PROD
ST 206	G05613	Federal	RT	7/1/1983	1/31/2015	5,000	Fieldwood En	50.0%	TERMIN
ST 228	G32217	Federal	RT	8/1/2008	7/31/2013	5,000	Eni US Op	40.0%	EXPIR
ST 229	G13938	Federal	OP	7/1/1993		2,148	W & T Off	33.3%	PROD
ST 244	G34341	Federal	RT	10/1/2012	9/16/2016	4,572	Apache Shelf Exp	100.0%	RELINQ
ST 26	G01361	Federal	RT	5/1/1964		625	Cox Op	50.0%	EXPIR
ST 26	G01870	Federal	RT	11/1/1968		1,875	Cox Op	50.0%	EXPIR
ST 26	G02620	Federal	RT	5/1/1974		2,500	Cox Op	50.0%	EXPIR
ST 276	G07780	Federal	RT	8/1/1985		5,000	Eni US Op	100.0%	UNIT
ST 276	G07780	Federal	OP	8/1/1985		5,000	Eni US Op	100.0%	UNIT
ST 290	G16454	Federal	RT	4/24/1996	1/5/2010	5,000	Apache	100.0%	TERMIN
ST 291	G16455	Federal	RT	9/1/1996		5,000	Fieldwood En	100.0%	PROD
ST 291	G16455	Federal	OP	9/1/1996		5,000	Fieldwood En	100.0%	PROD
ST 295	G05646	Federal	RT	7/1/1983		5,000	Fieldwood En	100.0%	UNIT
ST 296	G12981	Federal	RT	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
ST 296	G12981	Federal	OP	5/1/1991		5,000	Fieldwood En	100.0%	UNIT
ST 311	G31418	Federal	RT	3/1/2008		5,000	Walter O&G	45.0%	PROD
ST 316	G22762	Federal	RT	6/1/2001		4,435	W & T Off	20.0%	PROD
ST 320	G24990	Federal	RT	5/1/2003		5,000	W & T Off	11.3%	PROD
ST 47	G33652	Federal	RT	7/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
ST 49	G24956	Federal	RT	6/1/2003		5,000	Fieldwood En	100.0%	SOP
ST 49	G24956	Federal	OP	6/1/2003		5,000	Fieldwood En	100.0%	SOP
ST 50	G34331	Federal	RT	8/1/2012	7/7/2016	5,000	Apache Shelf Exp	100.0%	RELINQ
ST 53	G04000	Federal	OP 1	3/1/1979		5,000	Fieldwood En	50.0%	PROD
ST 59	G31404	Federal	RT	2/1/2008	1/17/2014	5,000	LLOG Exp Off	25.0%	RELINQ
ST 64	G33106	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
ST 67	00020	Federal	CONT	4/25/1947			Fieldwood En	79.7%	UNIT
SX 17	G04143	Federal	RT	10/1/1979	9/30/2013	2,042	Apache	92.3%	RELINQ

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
SX 17	G04143	Federal	OP	10/1/1979	9/30/2013	2,042	Apache	20.0%	RELINQ
VK 118	G33697	Federal	RT	5/1/2010	4/30/2015	5,760	Apache Shelf Exp	75.0%	EXPIR
VK 203	G07890	Federal	RT	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VK 203	G07890	Federal	OP	7/1/1985	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VK 204	G04921	Federal	RT	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VK 204	G04921	Federal	OP	12/1/1981	11/29/2019	5,760	Talos ERT	33.3%	TERMIN
VK 251	G10930	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
VK 340	G10933	Federal	OP	7/1/1989		5,760	Fieldwood En Off	7.5%	UNIT
VK 384	G16541	Federal	OP	6/1/1996	2/8/2014	5,760	Chevron USA	20.0%	TERMIN
VK 692/693	G07898	Federal	RT	9/1/1985	7/11/2020	4,773	Fieldwood En	56.9%	UNIT
VK 694	G13055	Federal	RT	7/1/1991	7/11/2020	3,214	Fieldwood En	53.1%	PROD
VK 694	G13055	Federal	OP	7/1/1991	7/11/2020	3,214	Fieldwood En	92.1%	PROD
VK 698	G07901	Federal	RT	8/1/1985	2/20/2014	4,996	Fieldwood En	52.4%	TERMIN
VK 736	G13987	Federal	RT	7/1/1993	12/12/2013	4,742	Fieldwood En	100.0%	TERMIN
VK 780	G06884	Federal	RT	6/1/1984	12/12/2013	5,760	Fieldwood En	100.0%	TERMIN
VK 824	G15436	Federal	RT	9/1/1995	8/20/2013	5,760	Apache	100.0%	RELINQ
VK 856	G34872	Federal	RT	7/1/2013	6/21/2017	877	Apache Shelf Exp	75.0%	RELINQ
VK 899	G34408	Federal	RT	8/1/2012	7/31/2017	1,553	Apache Shelf Exp	100.0%	EXPIR
VR 115	G33593	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
VR 128	G33594	Federal	RT	6/1/2010	4/30/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
VR 131	00775	Federal	OP	5/1/1960	7/20/2020	4,923	Talos En Off	72.5%	PROD
VR 146	G33084	Federal	RT	7/1/2009	6/30/2014	5,000	Apache Shelf Exp	100.0%	EXPIR
VR 156	G34251	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
VR 160	G34252	Federal	RT	10/1/2012	7/24/2015	5,000	Apache Shelf Exp	100.0%	RELINQ
VR 161	G34253	Federal	RT	10/1/2012	7/24/2015	4,868	Apache Shelf Exp	100.0%	RELINQ
VR 252	G05431	Federal	ORRI	7/1/1983		4,454	Castex Off	2.0%	PROD
VR 253	G17912	Federal	ORRI	7/1/1997		5,000	Castex Off	0.6%	PROD
VR 26	00297	Federal	OP 1	11/26/1946	9/12/2013	4,646	Apache Shelf	100.0%	TERMIN
VR 26	00297	Federal	OP 2	11/26/1946	9/12/2013	4,646	Apache Shelf	25.0%	TERMIN
VR 26	00297	Federal	RT	11/26/1946	9/12/2013	4,646	Apache Shelf	50.0%	TERMIN
VR 261	G03328	Federal	RT	4/1/1976	8/10/2020	5,429	Fieldwood En	75.0%	SOP
VR 261	G03328	Federal	OP 2	4/1/1976	8/10/2020	5,429	Fieldwood En	37.5%	SOP
VR 261	G03328	Federal	ORRI	4/1/1976			Fieldwood En	6.3%	SOP
VR 262	G34257	Federal	RT	10/1/2012	7/7/2017	5,485	Fieldwood En	75.0%	RELINQ
VR 265	G01955	Federal	RT	1/1/1970		5,000	Fieldwood En	100.0%	PROD
VR 27	G01329	Federal	OP 2	12/1/1962	6/16/2013	1,902	Apache Shelf	100.0%	TERMIN
VR 27	G01329	Federal	OP 1	12/1/1962	6/16/2013	1,902	Apache Shelf	25.0%	TERMIN
VR 27	G01329	Federal	RT	12/1/1962	6/16/2013	1,902	Apache Shelf	50.0%	TERMIN
VR 271	G04800	Federal	OP	9/1/1981		4,418	Castex Off	12.5%	PROD
VR 326	G21096	Federal	RT	6/1/1999	8/21/2020	5,000	Fieldwood En	70.3%	SOP

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status
VR 332	G09514	Federal	CONT	3/30/1988			Fieldwood En	50.0%	PROD
VR 34	G01356	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
VR 34	G01356	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
VR 34	G01356	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
VR 35	00548	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VR 35	00548	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
VR 35	00549	Federal	OP 1	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VR 35	00549	Federal	OP 2	9/1/1955	6/16/2013	2,500	Apache Shelf	75.0%	TERMIN
VR 35	00548	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VR 35	00549	Federal	RT	9/1/1955	6/16/2013	2,500	Apache Shelf	100.0%	TERMIN
VR 356	G17921	Federal	ORRI	8/1/1997		4,093	EnVen En Vent	2.6%	PROD
VR 36	G01357	Federal	OP 2	6/1/1964	6/16/2013	625	Apache Shelf	75.0%	TERMIN
VR 36	G01357	Federal	OP 1	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
VR 36	G01357	Federal	RT	6/1/1964	6/16/2013	625	Apache Shelf	100.0%	TERMIN
VR 369	G02274	Federal	OP 4	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
VR 369	G02274	Federal	OP 3	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
VR 369	G02274	Federal	RT	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
VR 369	G02274	Federal	Unit	2/1/1973		5,000	Renaissance Off	23.2%	UNIT
VR 374	G32153	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
VR 380	G02580	Federal	RT	5/1/1974		5,000	Fieldwood En	100.0%	PROD
VR 381	G16314	Federal	RT	9/1/1996	10/27/2015	5,000	Apache Shelf	100.0%	TERMIN
VR 381	G16314	Federal	OP	9/1/1996	10/27/2015	5,000	Apache Shelf	80.0%	TERMIN
VR 386	G02278	Federal	RT A	2/1/1973		5,000	Marathon Oil	30.2%	UNIT
VR 386	G02278	Federal	RT B	2/1/1973		5,000	Marathon Oil	29.0%	UNIT
VR 408	G15212	Federal	RT	7/1/1995		5,000	Fieldwood En	12.5%	PROD
VR 408	G15212	Federal	OP	7/1/1995		5,000	Fieldwood En	100.0%	PROD
WC 102	00247	Federal	RT	9/9/1946		5,000	BP E&P	100.0%	PROD
WC 110	00081	Federal	RT	6/10/1947		5,000	BP E&P	100.0%	PROD
WC 110	00081	Federal	OP	6/10/1947		5,000	BP E&P	37.5%	PROD
WC 111	00082	Federal	RT	6/10/1947		1,250	BP E&P	100.0%	PROD
WC 111	00082	Federal	OP	6/10/1947		1,250	BP E&P	37.5%	PROD
WC 111	G33046	Federal	RT	8/1/2009	7/31/2014	3,750	Eni US Op	25.0%	EXPIR
WC 130	G12761	Federal	RT	5/1/1991	4/1/2015	5,000	Eni US Op	25.0%	TERMIN
WC 144	G01953	Federal	RT	2/1/1970	4/1/2016	5,000	Fieldwood En	62.5%	TERMIN
WC 155	G32114	Federal	RT	8/1/2008	7/31/2013	5,000	Apache	100.0%	EXPIR
WC 163	G05299	Federal	RT A	7/1/1983	12/1/2015	5,000	Fieldwood En	61.0%	TERMIN
WC 163	G05299	Federal	RT B	7/1/1983	12/1/2015	5,000	Fieldwood En	56.2%	TERMIN
WC 165	00758	Federal	RT	4/1/1960	12/30/2017	5,000	Fieldwood En	100.0%	TERMIN
WC 172	G01998	Federal	OP 1	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN
WC 172	G01998	Federal	OP 2	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%	TERMIN

Exhibit I-A (i)

Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI		Lease Status
WC 172	G01998	Federal	OP 3	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%		TERMIN
WC 172	G01998	Federal	OP 4	2/1/1971	10/18/2014	5,000	Apache Shelf	22.5%		TERMIN
WC 172	G01998	Federal	OP 10	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%		TERMIN
WC 172	G01998	Federal	OP 11	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%		TERMIN
WC 172	G01998	Federal	OP 12	2/1/1971	10/18/2014	5,000	Apache Shelf	25.0%		TERMIN
WC 181	G33558	Federal	RT	6/1/2010	4/30/2015	2,500	Apache Shelf Exp	100.0%		RELINQ
WC 196	G05292	Federal	RT	7/1/1983	8/27/2013	5,000	Union Oil CA	8.3%		TERMIN
WC 20	00680	Federal	OP	8/1/1959		1,873	Sanare En Part	50.0%		PROD
WC 210	G34216	Federal	RT	10/1/2012	3/3/2014	5,000	Apache	100.0%		RELINQ

All right, title, and interest in the deep rights relating to the FWE I Lands. Such deep rights are defined as 50% operating rights in the FWE I Lands, excluding overriding royalty interests, 100 feet below the stratigraphic equivalent of the lowest producing zone.

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G06069	Producing	Brazos Area	491	6891 to 99999	All	Operating Rights	50.00000%
G01757	Producing	Brazos Area	A0105	14090 to 99999	NE/4;S/2	Operating Rights	6.25000%
G02665	Producing	Brazos Area	A-133	Below 13,840' MD	SE/4	Operating Rights	12.50000%
G13576	OPERNS	East Cameron	71	14,645' to 99,999'	N/2N/2, N/2S/2N/2, S/2SW/4NW/4, SW/4SE/4NW/4, W/2SW/4, W/2E/2SW/4, SE/4SE/4SW/4 and S/2S/2SE/4	Operating Rights	50.00000%
G13576	OPERNS	East Cameron	71	10,400' to 99,999'	N/2SE/4, N/2S/2SE/4, S/2S/2NE/4, SE/4SE/4NW/4, E/2NE/4SW/4, NE/4SE/4SW/4	Operating Rights	100.00000%
G02063	Producing	East Cameron	338	7,244' TVDSS to 99,999'		Operating Rights	7.83469%
G01440	Producing	East Cameron	9 & 14	15199 to 99999	SE/4;E/2SW/4	Operating Rights	50.00000%
49	Producing	Eugene Island	119	15,410' TVDSS to 99,999'	NW/4	Operating Rights	25.00000%
49	Producing	Eugene Island	119	15,410' TVDSS to 99,999'	SW/4; E/2	Operating Rights	20.00000%
50	Producing	Eugene Island	120	14,136' to 99,999	All	Operating Rights	50.00000%
51	OPERNS	Eugene Island	125	13,334' to 99,999	All	Operating Rights	50.00000%
52	Producing	Eugene Island	126	9,400 to 99,999	SE/4NE/4;NE/4SE/4	Operating Rights	100.00000%
52	Producing	Eugene Island	126	12,056 to 99,999	W/2;W/2E/2;NE/4NE/4;SE/4SE/4	Operating Rights	50.00000%
G03152	Producing	Eugene Island	136	19,135' to 99,999	All	Operating Rights	50.00000%
G01220	Producing	Eugene Island	158	17,588 to 99,999		Operating Rights	50.00000%
G13622	Producing	Eugene Island	173	14,097' to 99,999	All	Operating Rights	50.00000%
G03782	Producing	Eugene Island	174	from the stratigraphic equivalent of 100' below a true vertical depth of 10,960' as encountered in the Newfield Exploration Company OCSG 3782 Well No. A10 to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G03782	Producing	Eugene Island	174	12,431' TVDSS to 99,999'	N/2;SE/5	Operating Rights	50.00000%
438	Producing	Eugene Island	175	13,032 to 99,999	All	Operating Rights	37.50000%
G10736	Producing	Eugene Island	187	17,170' to 99,999	All	Operating Rights	50.00000%
423	Producing	Eugene Island	189	13,638' to 99,999	W/2;W/2E/2	Operating Rights	50.00000%
G05502	Unit	Eugene Island	211	surface to 99,999'	SE/4SE/4; E/2SW/4SE/4	Operating Rights	66.66667%
G05504	Producing	Eugene Island	224	18,000' to 99,999'	All	Operating Rights	15.00000%
G22679	Producing	Eugene Island	312	9,000' TVD to 99,999' TVDSS	E/2NW/4;W/2NE/4	Operating Rights	50.00000%
G22679	Producing	Eugene Island	312	9,015' TVDSS to 99,999'	W/2NW/4;E/2NE/4;S/3	Operating Rights	50.00000%
G02112	SOP	Eugene Island	315	25,000' SS TVD down to 99,999'	S/2	Operating Rights	25.00000%
G24912	Producing	Eugene Island	315	8,000' subsea to 99,999'	N/2	Operating Rights	50.00000%
G05040	Producing	Eugene Island	316	7,739' TVDSS to 99,999'	All	Operating Rights	50.00000%
G02912	SOP	Eugene Island	329	from 7,871' TVDSS to 99,999'		Operating Rights	50.00000%
G02115	Unit	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	21.00000%
G02115	Unit	Eugene Island	330	8,329' TVDSS to 99,999'	SW/4, SW/4NW/4, S/2NW/4NW/4, NW/4NW/4NW/4, S/2SE/4NW/4, NW/4SE/4NW/4, SW/4SE/4, S/2NW/4SE/4, NW/4NW/4SE/4, S/2SE/4SE/4 and NW/4SE/4SE/4	Operating Rights	11.51246%
G02317	Producing	Eugene Island	333	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G15263	Producing	Eugene Island	334	12,629' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03332	Unit	Eugene Island	337	7,026' TVD to 99,999' TVDSS.	NE/4NE/4NE/4	Operating Rights	98.00000%
G03332	Unit	Eugene Island	337	6,020' TVDSS to 99,999' TVDSS	SW/4SE/4SE/4; S/2SW/4SW/4	Operating Rights	100.00000%
G03332	Unit	Eugene Island	337	12,455' TVDSS to 99,999'	SE/4SW/4, W/2SE/4, and SW/4NE/4	Operating Rights	50.00000%
G14482	Producing	Eugene Island	346	13,469' TVDSS to 99,999' TVDSS	N/2NW/4, SE/4NW/4, NE/4SW/4NW/4, E/2SW/4, E/2SW/4SW/4 and SE/4	Operating Rights	50.00000%

Exhibit I-A (ii)

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G14482	Producing	Eugene Island	346	7,511' TVD to 99,999' TVDSS	NE/4	Operating Rights	100.00000%
G14482	Producing	Eugene Island	346	from the stratigraphic equivalent of 12,890' TVD, being the total depth drilled in the Eugene Island Area, South Addition, Block 346, OCSG 14482, B1 Well plus 100 feet being 12,990' TVD to 99,999' TVDSS	W/2SW/4NW/4, SE/4SW/4NW/4, NW/4SW/4, and W/2SW/4SW/4	Operating Rights	100.00000%
G10752	Producing	Eugene Island	354	9,669' TVDSS to 99,999'	S/2, S/2N/2 and NE/4NE/4	Operating Rights	50.00000%
G02324	Producing	Eugene Island	361	5,220' TVDSS to 99,999' TVDSS	All	Operating Rights	6.17647%
G31470	Producing	Ewing Bank	782	12,960' TVDSS to 99,999'	All	Operating Rights	50.00000%
G03228	Unit	Galveston	180	8,900' to 99,999'		Operating Rights	50.00000%
G25524	Producing	Galveston	210	100' below the stratigraphic equivalent of 10,200' TD to 99,999' TVDSS	N/2NE/4	Operating Rights	33.34000%
G25524	Producing	Galveston	210	9,636' to 99,999'	S/2NE/4, NW/4 and S/2	Operating Rights	33.34000%
174	Unit	Grand Isle	32	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS).	S/2	Operating Rights	18.75000%
126	Unit	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
127	Unit	Grand Isle	39	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
128	Unit	Grand Isle	40	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
129	Unit	Grand Isle	41	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	E/2	Operating Rights	18.75000%
130	Unit	Grand Isle	41	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	W/2	Operating Rights	18.75000%
131	Unit	Grand Isle	42	below 18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
175	Unit	Grand Isle	43	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
176	Unit	Grand Isle	44	18,000' subsea (TVDS) to 99,999'	N/2	Operating Rights	18.75000%
132	Unit	Grand Isle	46	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
133	Unit	Grand Isle	47	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
134	Unit	Grand Isle	48	18,000' subsea (TVDS) to 99,999'		Operating Rights	18.75000%
177	Unit	Grand Isle	52	depths below 17,651' TVDSS down to 99,999' TVDSS	N/2	Operating Rights	18.75000%
G13944	Unit	Grand Isle	116	19,402' TVDSS to 99,999' TVDSS		Operating Rights	25.00000%
G01848	Producing	High Island	129	15,418' TVDSS to 99,999'	W/2NW/4, SE/4NW/4, W/2NE/4NW/4;S/2	Operating Rights	45.00000%
G03236	Unit	High Island	179	9,839' TVDSS to 99,999'	W/2NW/4;S/2	Operating Rights	50.00000%
G03236	Unit	High Island	179	10,036' TVDSS to 99,999'	E/2N/2;E/2W/2N/2	Operating Rights	50.00000%
G20660	Producing	High Island	206	12,145' TVDSS to 99,999'	All	Operating Rights	50.00000%
G25605	Producing	High Island	A0341	8,847' TVDSS to 99,999'	All	Operating Rights	30.00000%
G02750	Producing	High Island	A0365	5,659' TVDSS to 99,999'	All	Operating Rights	26.54255%
G02754	Producing	High Island	A0376	11,850' TVDSS to 99,999'	N/2, SW/4, W/2SE/4, SE/4SE/4, W/2NE/4SE/4 and SE/4NE/4SE/4	Operating Rights	22.28723%
G02757	Producing	High Island	A0382	11,025' TVDSS to 99,999'	All	Operating Rights	36.20529%
G02721	Producing	High Island	A0595	10,827' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02722	Producing	High Island	A0596	13,264' TVDSS to 99,999'	All	Operating Rights	36.20510%
G02393	Producing	High Island	A0573	7,795' to 99,999'		Operating Rights	36.20510%
G04481	Producing	Main Pass	77	depths below the stratigraphic equivalent of 13,040' measured depth on the Schlumberger IFS/Sonic wireline log (RUN 4) dated 7/12/81 for the Chevron U.S.A. Inc. State of La. Lease 8693 Well No. 4 (API # 1772520242), Main Pass Block 77 field down to 99,999'		Operating Rights	11.76468%
G02193	Producing	Main Pass	140	8,959' TVDSS to 99,999'		Operating Rights	32.50000%
G07827	Unit	Main Pass	259	11,636' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G07828	Unit	Main Pass	260	from 12,072' TVDSS to 99,999' TVDSS		Operating Rights	28.45078%
G15395	Producing	Main Pass	275	11,278' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G01666	Producing	Main Pass	289	9,077' TVDSS to 99,999' TVDSS	N/2, SW/4 and W/2W/2SE/4	Operating Rights	50.00000%
G01673	Unit	Main Pass	296	below 9,500' TVDSS down to 99,999' TVDSS		Operating Rights	16.66667%
G04253	Unit	Main Pass	303	6,060' TVDSS to 99,999'	N/2 and N/2S/2	Operating Rights	93.10100%

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G32265	Producing	Main Pass	308	from 6,284' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08760	Producing	Main Pass	309	6,510' TVDSS to 99,999'		Operating Rights	50.00000%
G04126	Unit	Main Pass	310	6,944' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02213	Producing	Main Pass	311	below 12,000' TVDSS down to 99,999' TVDSS		Operating Rights	16.66666%
G16520	Producing	Main Pass	312	10,989' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G08467	Producing	Main Pass	315	from the stratigraphic equivalent of the deepest depth found production (7,830' MD/TVD) in the Apache Corporation OCS-G 8467 No 2 Well plus 100' to 99,999'	W/2NW/4 and W/2E/2NW/4	Operating Rights	100.00000%
G08467	Producing	Main Pass	315	from 7,760' TVDSS to 99,999' TVDSS	S/2, NE/4 and E/2E/2NW/4	Operating Rights	50.00000%
G01966	Unit	Main Pass	152	from the stratigraphic equivalent of 10,700' Measured Depth as seen in the OCSG 1967 #3 Well down to a depth of 50,000'		Operating Rights	37.50000%
G01967	Unit	Main Pass	153	10,700' MD down to a depth of 50,000' TVD		Operating Rights	37.50000%
MF88562	Shut-In	Matagorda Is	487	4 below the base of the MF Sand	SW/4	Leasehold	50.00000%
MF88560	Shut-In	Matagorda Is	487	below the base of the MF Sand	SE/4	Leasehold	50.00000%
MF80522	Shut-In	Matagorda Is	518	below the base of the 15600 Sand	NW/4	Leasehold	50.00000%
MF79413	Shut-In	Matagorda Is	519	below the base of the 16950 Sand	NE/4	Leasehold	50.00000%
G09777	Producing	Mississippi Canyon	108	below 20,000' true vertical depth subsea down to 99,999'	All	Operating Rights	37.59399%
G18192	Producing	Mississippi Canyon	110	6,688' TVDSS to 99,999'	All	Operating Rights	25.00000%
G02968	Producing	Mississippi Canyon	311	11,860' TVDSS to 99,999'	All	Operating Rights	50.00000%
G26176	Producing	Mobile	826	21,730' TVDSS to 99,999'		Operating Rights	37.50000%
333	Unit	Ship Shoal	30	17,478' TVDSS to 99,999' TVDSS	All	Operating Rights	18.75000%
G02919	Producing	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	6.25000%
G02919	Producing	Ship Shoal	91	11,148' TVDSS to 99,999' TVDSS		Operating Rights	28.12500%
G12941	Producing	Ship Shoal	129	17,446' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15282	Producing	Ship Shoal	151	from the stratigraphic equivalent of 12,612' MD as seen in the Zilkha OCS-G 15282 Well No. 1 (said depth being 100' below the total depth drilled and logged in the Zilkha OCS-G 15282 Well No. 1), down to 99,999' TVDSS	All	Operating Rights	50.00000%
820	Producing	Ship Shoal	169	10,658' TVDSS to 99,999' TVDSS	All	Operating Rights	33.33000%
G05550	Unit	Ship Shoal	175	surface to 99,999' TVD	S/2SW/4NW/4; NW/4SW/4	Operating Rights	66.66667%
G33646	Producing	Ship Shoal	176	12,274' TVDSS to 99,999' TVDSS	All	Operating Rights	20.00000%
G05551	Producing	Ship Shoal	178	10,031' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G03998	Producing	Ship Shoal	182	11,825' TVDSS to 99,999' TVDSS	W/2	Operating Rights	50.00000%
G04232	Producing	Ship Shoal	189	19,077' TVDSS to 99,999' TVDSS	W/2, SE/4, N/2N/2NE/4 and SW/4NW/4NE/4	Operating Rights	49.47915%
G04232	Producing	Ship Shoal	189	19,000' TVD to 99,999' TVDSS	S/2NE/4, SE/4NW/4NE/4 and S/2NE/4NE/4	Operating Rights	49.47915%
G13917	Producing	Ship Shoal	193	12,901' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G15288	Producing	Ship Shoal	194	13,619' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G12355	Producing	Ship Shoal	198	12,072' TVDSS to 99,999'	NW/4, W/2W/2NE/4, N/2NE/4SW/4, NW/4SW/4SW/4	Operating Rights	25.00000%
593	Producing	Ship Shoal	198	12,072' TVDSS to 99,999'	E/2NE/4; E/2W/2NE/4; S/2NE/4SW/4; S/2SW/4; SE/4	Operating Rights	25.00000%
594	Producing	Ship Shoal	199	10,440' TVDSS to 99,999' TVDSS	W/2, W/2W/2NE/4, W/2NW/4SE/4, SE/4NW/4SE/4, SW/4SE/4, S/2SE/4SE/4	Operating Rights	25.00000%
G01520	Producing	Ship Shoal	204	12,791' TVDSS to 99,999' TVDSS	All	Operating Rights	27.58165%
G01522	Unit	Ship Shoal	206	12,355' TVDSS to 99,999' TVDSS	All	Operating Rights	30.00000%
G01523	Unit	Ship Shoal	207	below 15,000' down to 99,999' TVD	All	Operating Rights	23.95873%
G01524	Producing	Ship Shoal	216	14,088' TVDSS to 99,999' TVDSS	All	Operating Rights	27.77814%
G10780	Producing	Ship Shoal	243	from 15,858' TVDSS to 99,999' TVDSS	E/2	Operating Rights	25.00000%
G10780	Producing	Ship Shoal	243	20,000' TVDSS to 99,999' TVDSS	W/2	Operating Rights	25.00000%
G01038	Unit	Ship Shoal	271	7,810' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%

Exhibit I-A (ii)

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G01039	Producing	Ship Shoal	274	8,525' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G26074	Producing	Ship Shoal	314	10,750' TVDSS to 99,999' TVDSS	W/2W/2	Operating Rights	37.50000%
G26074	Producing	Ship Shoal	314	10,950' TVDSS to 99,999' TVDSS	E/2W/2 and E/2	Operating Rights	37.50000%
G15312	Producing	Ship Shoal	354	14,853' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
334	Unit	Ship Shoal	31	15,320' to 99,999'		Operating Rights	18.75000%
335	Unit	Ship Shoal	32	11,315' to 99,999'		Operating Rights	18.75000%
G09627	SOP	Ship Shoal	277	10,000' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	50.00000%
G01182	Producing	South Marsh Is	11	13,007' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01194	Producing	South Marsh Is	58	13,639' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G17938	Producing	South Marsh Is	105	9,220' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G03776	Producing	South Marsh Is	106	9,368' TVDSS to 99,999' TVDSS	S/2	Operating Rights	50.00000%
G02883	Producing	South Marsh Is	127	all depths below 18,000' (TVDSS) down to 99,999' (TVDSS)		Operating Rights	8.67331%
G02587	Producing	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	8.67331%
G02587	Producing	South Marsh Is	128	from 9,016' TVDSS to 99,999' TVDSS		Operating Rights	33.33334%
G02592	Producing	South Marsh Is	149	7,386' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G04809	Producing	South Marsh Is	161	10,576' TVDSS to 99,999' TVDSS	W/2 and W/2E/2	Operating Rights	50.00000%
G04809	Producing	South Marsh Is	161	from the stratigraphic equivalent of the true vertical depth of 9,782.5' (being the true vertical depth drilled in the OCS-G 4809 #14 Well plus 100 feet) to 99,999' SSTVD	E/2E/2	Operating Rights	100.00000%
G02311	SOP	South Marsh Is	269	11,719' TVDSS to 99,999' TVDSS	All	Operating Rights	36.41794%
G14456	Producing	South Marsh Is	280	14,115' TVDSS to 99,999' TVDSS	W/2, NE/4 and E/2E/2SE/4	Operating Rights	25.00000%
G14456	Producing	South Marsh Is	280	from 100' below the stratigraphic equivalent of that certain zone encountered between the interval of 13,814' and 13,920' TVD on the electric log from the Norcen Explorer, Inc. OCS-G 14456 Well No. 3 to 99,999' TVDSS	W/2SE/4 and W/2E/2SE/4	Operating Rights	50.00000%
G02600	Producing	South Marsh Is	281	16,062' TVDSS to 99,999' TVDSS	All	Operating Rights	34.06318%
G21618	Producing	South Marsh Is	93	13,299' to 99,999'		Operating Rights	6.25000%
792	Producing	South Marsh Is	108	all depths below 14,000' TVD		Operating Rights	16.66667%
G01294	Producing	South Pass	62	18,247' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01614	Producing	South Pass	70	8,480' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G07799	Producing	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.68000%
G07799	Producing	South Pass	87	18,001' TVDSS to 99,999' TVDSS	All	Operating Rights	16.67000%
G01618	Producing	South Pass	89	16,802' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01901	Unit	South Pass	64	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea		Operating Rights	37.50000%
G01610	Unit	South Pass	65	from 10,700' Measured Depth down to a depth of 50,000' TVD subsea	All	Operating Rights	37.50000%
G04234	Producing	South Pelto	1	12,460' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02924	Producing	South Pelto	9	100' below the stratigraphic equivalent of 17,397' TVD as seen in the Newfield Exploration Company OCS-G 02924 Well No. 10 (API No. 177134025300) to 99,999' TVDSS	NE/4	Operating Rights	50.00000%
G02924	Producing	South Pelto	9	16,992' TVDSS to 99,999' TVDSS	S/2; NW/4	Operating Rights	50.00000%
G02925	Producing	South Pelto	10	13,261' TVDSS to 99,999' TVDSS		Operating Rights	—
71	Producing	South Pelto	11	11,705' TVDSS to 99,999' TVDSS		Operating Rights	—
G24956	SOP	South Timbalier	49	18,800' TVD to 99,999' TVDSS	All	Operating Rights	50.00000%
G04000	Producing	South Timbalier	53	6,782' TVDSS to 99,999' TVDSS	All	Operating Rights	25.00000%
G01960	Producing	South Timbalier	148	17,777' TVDSS to 99,999' TVDSS	NE/4, N/2NE/4SE/4, SE/4NE/4SE/4 and NE/4SE/4SE/4	Operating Rights	7.77500%
G05612	Producing	South Timbalier	205	18,640' TVDSS to 99,999' TVDSS	SE/4SW/4	Operating Rights	25.00000%

Exhibit I-A (ii)

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G24987	Producing	South Timbalier	287	13,852' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G16455	Producing	South Timbalier	291	9,669' TVDSS to 99,999' TVDSS	N/2 and SE/4	Operating Rights	50.00000%
G16455	Producing	South Timbalier	291	7,461' TVDSS to 99,999' TVDSS	SW/4	Operating Rights	100.00000%
G05646	Unit	South Timbalier	295	14,293' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G21685	Producing	South Timbalier	308	18,571' TVDSS to 99,999'	All	Operating Rights	50.00000%
G31418	Producing	South Timbalier	311	12,251' TVD to 99,999'	All	Operating Rights	22.50000%
G22762	Producing	South Timbalier	316	12,520' TVDSS to 99,999' TVDSS	All	Operating Rights	10.00000%
G04421	Producing	Vermilion	78	11,953' TVDSS to 99,999' TVDSS	All	Operating Rights	18.75000%
G03328	SOP	Vermilion	261	9,241' TVD as identified in the Stone Energy Corporation's OCS-G 3328 Well No A-3 ST to 99,999' TVDSS	S/2S/2NE/4 and N/2NE/4SE/4	Operating Rights	37.50000%
G03328	SOP	Vermilion	261	9,304' TVDSS to 99,999' TVDSS	W/2, N/2NE/4, N/2S/2NE/4, W/2SE/4, SE/4SE/4 and S/2NE/4SE/4	Operating Rights	37.50000%
G01955	Producing	Vermilion	265	10,465' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G21096	SOP	Vermilion	326	8,447' TVDSS to 99,999' TVDSS	All	Operating Rights	35.15742%
G10687	Unit	Vermilion	362	11,535' TVDSS to 99,999' TVDSS	All	Operating Rights	16.66667%
G09522	Unit	Vermilion	363	10,180' TVDSS to 99,999' TVDSS	N/2 and SW/4	Operating Rights	50.00000%
G02274	Unit	Vermilion	369	below 10,000' down to 99,999'	NW/4, W/2E/2, NE/4NE/4	Operating Rights	11.58535%
G09524	Unit	Vermilion	371	11,820' TVDSS to 99,999' TVDSS	All	Operating Rights	16.66667%
G02580	Producing	Vermilion	380	10,245' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G02278	Unit	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	NW/4NE/4NE/4, S/2NE/4NE/4, E/2NW/4NE/4, NW/4SE/4NE/4 and N/2SW/4NE/4	Operating Rights	15.08620%
G02278	Unit	Vermilion	386	5,175' TVDSS to 99,999' TVDSS	S/2, SW/4NW/4, S/2S/2NE/4, W/2NW/4NE/4, NE/4SE/4NE/4 and NE/4NE/4NE/4	Operating Rights	14.48210%
G04800	Producing	Vermilion	271	6,103' TVD down to a depth of 50,000' TVD subsea	All	Operating Rights	6.25000%
G15212	Producing	Vermilion	408	below 9,000' TVD	All	Operating Rights	50.00000%
G10930	Unit	Viosca Knoll	251	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G10933	Unit	Viosca Knoll	340	depths below the stratigraphic equivalent of the subsea depth of 15,083 to and including 99,999' as encountered in Samedan Oil Corporation's OCS-G 13982 #1 well located in Viosca Knoll Block 252	All	Operating Rights	3.75000%
G07898	Unit	Viosca Knoll	693	11,636' TVDSS to 99,999' TVDSS	All	Operating Rights	28.45078%
G13055	Producing	Viosca Knoll	694	10,774' TVDSS to 99,999' TVDSS	W/2, NE/4 and N/2SE/4	Operating Rights	26.53745%
G13055	Producing	Viosca Knoll	694	11,714' TVDSS to 99,999' TVDSS	S/2SE/4	Operating Rights	26.53745%
G15050	Producing	West Cameron	33	15,055' TVDSS to 99,999' TVDSS		Operating Rights	50.00000%
G02825	Producing	West Cameron	65	all depths below the stratigraphic equivalent of the vertical depth of 13,679' as seen in the OCS-G 02825 Well No. 4, down to a vertical depth of 99,999'	E/2E/2SW/4; W/2W/2SE/4; and E/2SW/4SE/5	Operating Rights	100.00000%
G02825	Producing	West Cameron	65	depths below 100' below the stratigraphic equivalent of the base of the IT Sand as present in The Continental Oil Company's West Cameron Block 66 B-14 Well at a measured depth of 9,580 feet on the ISF-Sonic Log down to 99,999 feet TVDSS	NE/4	Operating Rights	81.25000%
G23735	Producing	West Cameron	72	15,126' TVDSS to 99,999' TVDSS	All	Operating Rights	12.50000%
247	Producing	West Cameron	102	14,150' TVD to 99,999' TVDSS	N/2SW/4NW/4, NW/4SE/4NW/4	Operating Rights	100.00000%
81	Producing	West Cameron	110	all depths below 15,000' (TVDSS) down to 99,999' (TVDSS)	All	Operating Rights	18.75000%
82	Producing	West Cameron	111	below 15,000' (TVDSS) down to 99,999' (TVDSS)	SE/4	Operating Rights	18.75000%
G04818	Producing	West Cameron	290	9,500' TVD to 99,999' TVDSS		Operating Rights	8.33334%
680	Producing	West Cameron	20	13,500' TVD to 50,000' TVD	All	Operating Rights	25.00000%

Exhibit I-A (ii)

Lease / ROW / RUE	Status	Area	Block	Depths	Area / Aliquot	Leasehold	WI
G02826	Producing	West Cameron	66	13,590' to 99,999'	W1/2; N1/2SE1/4	Operating Rights	37.50000%
G02826	Producing	West Cameron	66	9,216' to 99,999'	S1/2SE1/4	Operating Rights	75.00000%
179	Unit	West Delta	67	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	S/2	Operating Rights	18.75000%
179	Unit	West Delta	67	11,650' TVDSS to 99,999' subsea (TVDS)	S/2	Operating Rights	37.50000%
180	Unit	West Delta	68	below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	S/2	Operating Rights	18.75000%
180	Unit	West Delta	68	13,225' TVDSS to 99,999' subsea (TVDS)	S/2	Operating Rights	37.50000%
181	Unit	West Delta	69	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
182	Unit	West Delta	70	18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
838	Unit	West Delta	71	depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)	All	Operating Rights	18.75000%
G01085	Producing	West Delta	75	17,844' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01089	Producing	West Delta	90	13,199' TVDSS to 99,999' TVDSS	N/2 and N/2S/2	Operating Rights	50.00000%
G01089	Producing	West Delta	90	13,199' TVDSS to 99,999' TVDSS	S/2S/2	Operating Rights	40.62500%
839	Producing	West Delta	94	13,159' TVDSS to 99,999; TVDSS		Operating Rights	37.50000%
G01497	Producing	West Delta	95	13,601' TVDSS to 99,999' TVDSS	N/2, N/2N/2SE/4, N/2SE/4 and N/2SW/4SW/4	Operating Rights	37.50000%
G12360	Producing	West Delta	103	13,279' TVDSS to 99,999' TVDSS	NW/4NW/4, NE/4NW/4, N/2N/2SW/4NW/4, N/2NW/4NE/4, N/2S/2NW/4NE/4, N/2N/2NE/4NE/4	Operating Rights	40.62500%
840	Producing	West Delta	103	13,279' TVDSS to 99,999' TVDSS	S/2, S/2NE/4, SE/4NW/4, S/2SW/4NW/4, S/2NE/4NE/4, S/2N/2NE/4NE/4, S/2S/2NW/4NE/4 and S/2N/2SW/4NW/4	Operating Rights	50.00000%
841	Producing	West Delta	104	11,970' TVDSS to 99,999' TVDSS	NW4, N2NE4, SW4NE4 and N2SE4NE4	Operating Rights	50.00000%
842	Producing	West Delta	105	12,149' TVDSS to 99,999' TVDSS	N2S2N2	Operating Rights	50.00000%
G19843	Producing	West Delta	121	11,899' TVDSS to 99,999' TVDSS		Operating Rights	42.00000%
G10883	Producing	West Delta	128	18,566' TVDSS to 99,999' TVDSS	All	Operating Rights	50.00000%
G01106	Producing	West Delta	133	10,923' TVD (being the total depth drilled in the Newfield Exploration Company OCS-G 11016 No F-1 Well, plus 100 feet) down to 99,999' TVDSS	S/2	Operating Rights	100.00000%

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
BRAZOS 491 #004	BA49100400	G06069	427044034300
BRAZOS 491 #005	BA49100500	G06069	427044035700
BRAZOS 491 #A001	BA491A0100	G06069	427044018200
BRAZOS 491 #A002	BA491A0200	G06069	427044018300
BRAZOS 491 #A003	BA491A0300	G06069	427044032900
BRAZOS A-105 #B001	BAA105B010	G01757	427054012200
BRAZOS A-105 #B002	BAA105B020	G01757	427054012600
BRAZOS A-105 #B003	BAA105B030	G01757	427054012800
BRAZOS A-105 #B004	BAA105B040	G01757	427054013000
BRAZOS A-105 #B005	BAA105B050	G01757	427054013300
BRAZOS A-133 #A001	BAA133A010	G02665	427054002400
BRAZOS A-133 #A002	BAA133A020	G02665	427054003300
BRAZOS A-133 #A003	BAA133A030	G02665	427054003500
BRAZOS A-133 #A004 ST1	BAA133A041	G02665	427054004301
BRAZOS A-133 #A005 ST1	BAA133A051	G02665	427054004001
BRAZOS A-133 #A006	BAA133A060	G02665	427054004500
BRAZOS A-133 #A007	BAA133A070	G02665	427054004800
BRAZOS A-133 #A008	BAA133A080	G02665	427054005200
BRAZOS A-133 #A009	BAA133A090	G02665	427054005400
BRAZOS A-133 #A010	BAA133A100	G02665	427054013100
BRAZOS A-133 #C001	BAA133C010	G02665	427054007800
BRAZOS A-133 #C002	BAA133C020	G02665	427054008200
BRAZOS A-133 #C003	BAA133C030	G02665	427054010700
BRAZOS A-133 #C004	BAA133C040	G02665	427054013500
BRAZOS A-133 #D001 ST1	BAA133D011	G02665	427054009201
BRAZOS A-133 #D003	BAA133D030	G02665	427054012700
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600
EAST CAMERON 002 #001AL 16475	SL16475010	16475	177032012000
EAST CAMERON 002 #002AL 16475	SL16475020	16475	177032012200
EAST CAMERON 002 #003 SL16475	SL16475030	16475	177032012300
EAST CAMERON 002 #004AL 16475	SL16475040	16475	177032012400
EAST CAMERON 002 #005AL 16475	SL16475050	16475	177032012500

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EAST CAMERON 009 #B009	EC009B0900	G01440	177032004300
EAST CAMERON 014 #012	EC01401200	G01440	177034060600
EAST CAMERON 014 #013	EC01401300	G01440	177034101300
EAST CAMERON 014 #B006	EC014B0600	G01440	177032003700
EAST CAMERON 014 #B007	EC014B0700	G01440	177032004000
EAST CAMERON 014 #B008	EC014B0800	G01440	177032004200
EAST CAMERON 014 #B010 ST1	EC014B1001	G01440	177032004601
EAST CAMERON 014 #B011	EC014B1100	G01440	177034006900
EAST CAMERON 014 #B013	EC014B13	G13572	177034094700
EAST CAMERON 014 #CF001	EC014CF010	G01440	177030032800
EAST CAMERON 014 #CF002	EC014CF020	G13572	177034068600
EAST CAMERON 037 #A002	EC037A0200	G25933	177034101700
EAST CAMERON 265 #D001	EC265D0100	G00972	177044105100
EAST CAMERON 265 #D002	EC265D0200	G00972	177044106200
EAST CAMERON 265 #D003	EC265D0300	G00972	177044106300
EAST CAMERON 265 #D004	EC265D0400	G00972	177044106400
EAST CAMERON 265 #D005	EC265D0500	G00972	177044106500
EAST CAMERON 278 #B009	EC278B0900	G00974	177044071700
EAST CAMERON 278 #C001	EC278C0100	G00974	177044058500
EAST CAMERON 278 #C002	EC278C0204	G00974	177044070000
EAST CAMERON 278 #C003	EC278C0300	G00974	177044071800
EAST CAMERON 278 #C004 ST2	EC278C0401	G00974	177044072101
EAST CAMERON 278 #C005	EC278C0500	G00974	177044069700
EAST CAMERON 278 #C006	EC278C0600	G00974	177044071400
EAST CAMERON 278 #C007	EC278C0700	G00974	177044094800
EAST CAMERON 278 #C008	EC278C0800	G00974	177044109800
EAST CAMERON 278 #C009	EC278C0900	G00974	177044109901
EAST CAMERON 338 #A002	EC338A0200	G02063	177044024700
EAST CAMERON 338 #A003	EC338A0300	G02063	177044025000
EAST CAMERON 338 #A011	EC338A1100	G02063	177044028800
EAST CAMERON 338 #A015	EC338A1500	G02063	177044032000
EAST CAMERON 338 #A016	EC338A1601	G02063	177044034601
EAST CAMERON 338 #A022	EC338A2200	G02063	177044025101

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 053 #008D	EI053008D0	00479	177094086200
EUGENE IS 053 #009	EI05300900	00479	177094094000
EUGENE IS 053 #010 ST1	EI05301001	00479	177094113001
EUGENE IS 053 #012 ST1	EI05301201	00479	177094115301
EUGENE IS 053 #015 BP1	EI05301501	00479	177094127601
EUGENE IS 053 #B001D	EI053B01D0	00479	177094085900
EUGENE IS 053 #C001	EI053C0101	00479	177094121101
EUGENE IS 053 #C002	EI053C0200	00479	177094122600
EUGENE IS 053 #G001 ST1	EI053G01D2	00479	177094144201
EUGENE IS 119 #030 ST1	EI11903001	00049	177094079801
EUGENE IS 119 #033 ST2	EI11903302	00049	177094117002
EUGENE IS 119 #034	EI11903400	00049	177094118700
EUGENE IS 119 #035 ST1	EI11903501	00049	177094120301
EUGENE IS 119 #037 ST1	EI11903701	00049	177094129001
EUGENE IS 119 #F001D	EI119F01D0	00049	177090026700
EUGENE IS 119 #F002 ST1	EI119F0201	00049	177090026801
EUGENE IS 119 #F003	EI119F0300	00049	177090026900
EUGENE IS 119 #F005 ST1	EI119F0501	00049	177090027101
EUGENE IS 119 #F006	EI119F0600	00049	177090027200
EUGENE IS 119 #F007	EI119F0700	00049	177094137900
EUGENE IS 119 #F008 ST1	EI119F0801	00049	177094138401
EUGENE IS 119 #K001	EI119K0100	00049	177090028900
EUGENE IS 119 #K002	EI119K0200	00049	177090029000
EUGENE IS 119 #K003	EI119K0300	00049	177090029100
EUGENE IS 119 #K004	EI119K0400	00049	177090029200
EUGENE IS 119 #K005	EI119K0500	00049	177090029300
EUGENE IS 119 #K006	EI119K0600	00049	177090029400
EUGENE IS 119 #K007	EI119K0700	00049	177090029500
EUGENE IS 119 #M004	EI119M0400	00049	177090029900
EUGENE IS 119 #M007	EI119M0700	00049	177092009000
EUGENE IS 120 #009 ST1	EI12000901	00050	177094026101
EUGENE IS 120 #011	EI12001100	00050	177094078000
EUGENE IS 120 #012 ST1	EI12001201	00050	177094113901

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 120 #013	EI12001300	00050	177094114100
EUGENE IS 120 #014	EI12001400	00050	177094115200
EUGENE IS 120 #015 ST2	EI12001502	00050	177094116702
EUGENE IS 120 #017	EI12001700	00050	177094121700
EUGENE IS 120 #019 ST2	EI12001902	00050	177094126102
EUGENE IS 120 #020	EI12002000	00050	177094138300
EUGENE IS 120 #I008	EI120I0800	00050	177094137000
EUGENE IS 125 #002B ST2	EI125002B2	00051	177090022902
EUGENE IS 125 #A003 ST1	EI125A0301	00051	177090022601
EUGENE IS 125 #R001	EI125R0100	00051	177094080201
EUGENE IS 125 #R002	EI125R0201	00051	177094141301
EUGENE IS 126 #012	EI12601201	00052	177094131501
EUGENE IS 126 #031 ST2	EI12603102	00052	177094086702
EUGENE IS 126 #A002	EI126A0200	00052	177090022500
EUGENE IS 126 #A004D	EI126A04D0	00052	177090022700
EUGENE IS 126 #A005	EI126A0501	00052	177094092903
EUGENE IS 126 #A006	EI126A0600	00052	177094151000
EUGENE IS 136 #001	EI13600100	G03152	177094115700
EUGENE IS 136 #JA001	EI136JA100	G03152	177094028300
EUGENE IS 136 #JA002	EI136JA200	G03152	177094117501
EUGENE IS 136 #JA003 BP1	EI136JA301	G03152	177094140601
EUGENE IS 136 #JA004	EI136JA400	G03152	177094151101
EUGENE IS 158 #014B	EI158014B0	G01220	177090094300
EUGENE IS 158 #016	EI15801600	G01220	177092000402
EUGENE IS 158 #017A	EI158017A0	G01220	177092000900
EUGENE IS 158 #027 ST1	EI15802701	G01220	177092006501
EUGENE IS 158 #028 ST1BP1	EI15802802	G01220	177092009702
EUGENE IS 158 #029	EI15802900	G01220	177092008200
EUGENE IS 158 #032	EI15803200	G01220	177094111400
EUGENE IS 158 #034	EI15803400	G01220	177094147600
EUGENE IS 158 #B003A	EI158B03A2	G01220	177090066202
EUGENE IS 158 #B004B	EI158B04B0	G01220	177090063700
EUGENE IS 158 #B005E	EI158B05E0	G01220	177090070400

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 158 #B007	EI158B0703	G01220	177090094803
EUGENE IS 158 #B008	EI158B0800	G01220	177092001500
EUGENE IS 158 #B010F	EI158B1100	G01220	177092001800
EUGENE IS 158 #B011 ST2	EI158B1102	G01220	177094104902
EUGENE IS 158 #B012	EI158B1200	G01220	177094105000
EUGENE IS 158 #B013	EI158B1302	G01220	177094143502
EUGENE IS 158 #C001	EI158C0100	G01220	177092014700
EUGENE IS 158 #C002	EI158C0200	G01220	177092015200
EUGENE IS 158 #C003C	EI158C03C0	G01220	177092015300
EUGENE IS 158 #C005A	EI158C05A0	G01220	177094002200
EUGENE IS 158 #C006	EI158C0600	G01220	177094001900
EUGENE IS 158 #C007F	EI158C07F0	G01220	177094004700
EUGENE IS 158 #C008C	EI158C08C0	G01220	177094005100
EUGENE IS 158 #C009	EI158C0900	G01220	177094005700
EUGENE IS 158 #C010B	EI158C10B0	G01220	177094006000
EUGENE IS 158 #C011A	EI158C11A0	G01220	177094006300
EUGENE IS 158 #C012D	EI158C12D0	G01220	177094007100
EUGENE IS 158 #C013D	EI158C13D0	G01220	177094008000
EUGENE IS 158 #C014	EI158C1400	G01220	177094008100
EUGENE IS 158 #JB008	EI158JB801	G01220	177090091401
EUGENE IS 158 #JB009	EI158JB900	G01220	177090090200
EUGENE IS 158 #JB013	EI158JB130	G01220	177090094102
EUGENE IS 158 #JB019	EI158JB190	G01220	177092002101
EUGENE IS 158 #JB022	EI158JB220	G01220	177092003300
EUGENE IS 158 #JB024	EI158JB240	G01220	177092003900
EUGENE IS 158 #JB030 (D04)	EI158JB300	G01220	177094100300
EUGENE IS 158 #JB033	EI158JB330	G01220	177094111100
EUGENE IS 173 #G002	EI173G0200	G13622	177094074701
EUGENE IS 174 #A010	EI174A1000	G03782	177094101100
EUGENE IS 174 #G001 ST1	EI174G0101	G03782	177094065601
EUGENE IS 174 #G003 ST2	EI174G0302	G03782	177094084402
EUGENE IS 174 #G004 ST1	EI174G0402	G03782	177094116502
EUGENE IS 175 #D006 ST1	EI175D0601	00438	177094003301

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 175 #D008	EI175D0800	00438	177094003900
EUGENE IS 175 #D009 ST1	EI175D0901	00438	177094005401
EUGENE IS 175 #D012 ST	EI175D1201	00438	177094010601
EUGENE IS 175 #D021 ST3	EI175D2103	00438	177092012603
EUGENE IS 175 #F001 ST1	EI175F0101	00438	177094035401
EUGENE IS 175 #F002 ST1	EI175F0201	00438	177094039601
EUGENE IS 175 #F003 ST	EI175F0302	00438	177094039702
EUGENE IS 175 #F004 ST	EI175F0401	00438	177094041001
EUGENE IS 175 #F005	EI175F0500	00438	177094042900
EUGENE IS 175 #F007	EI175F0700	00438	177094048900
EUGENE IS 175 #F009	EI175F0901	00438	177094087601
EUGENE IS 175 #H001	EI175H0100	00438	177094104700
EUGENE IS 175 #H002	EI175H0200	00438	177094106700
EUGENE IS 175 #H003	EI175H0300	00438	177094110800
EUGENE IS 175 #H004	EI175H0400	00438	177094110900
EUGENE IS 175 #H005 ST1BP1	EI175H0502	00438	177094112002
EUGENE IS 175 #I002	EI175I0201	00438	177094107101
EUGENE IS 175 #I003	EI175I0300	00438	177094107200
EUGENE IS 175 #I004	EI175I0400	00438	177094109200
EUGENE IS 175 #I005	EI175I0500	00438	177094109300
EUGENE IS 175 #J001 ST1	EI175J0101	00438	177094122301
EUGENE IS 175 #J002 ST1	EI175J0201	00438	177094123201
EUGENE IS 175 #J003 ST1	EI175J0301	00438	177094123501
EUGENE IS 175 #J004	EI175J0400	00438	177094128300
EUGENE IS 187 #002	EI18700200	G10736	177094151601
EUGENE IS 187 #JC001	EI187JC101	G10736	177094091101
EUGENE IS 187 #JD001	EI187JD201	G10736	177094092801
EUGENE IS 187 #JD002	EI187JD200	G10736	177094131900
EUGENE IS 187 #JE002	EI187JE020	G10736	177094109700
EUGENE IS 188 #JE001	EI188JE100	00443	177094096500
EUGENE IS 189 #020	EI18902000	00423	177094099500
EUGENE IS 189 #B001	EI189B0100	00423	177090062500
EUGENE IS 189 #B003 ST1	EI189B0300	00423	177090062601

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 189 #B014	EI189B1400	00423	177090075200
EUGENE IS 189 #B016B	EI189B16B3	00423	177090075103
EUGENE IS 189 #B020	EI189B2001	00423	177090079001
EUGENE IS 189 #B025	EI189B2501	00423	177090078501
EUGENE IS 189 #B027	EI189B2701	00423	177094059001
EUGENE IS 211 #A003	EI211A0300	G05502	177094071500
EUGENE IS 211 #A005	EI211A0500	G05502	177094083400
EUGENE IS 211 #A006	EI211A0600	G05502	177094083601
EUGENE IS 212 #A001 BP1	EI212A0100	G05503	177094063200
EUGENE IS 212 #A002	EI212A0200	G05503	177094070700
EUGENE IS 212 #A007	EI212A0700	G05503	177094097400
EUGENE IS 224 #A001	EI224A0101	G05504	177094074001
EUGENE IS 224 #A002	EI224A0201	G05504	177094082501
EUGENE IS 224 #A003	EI224A0300	G05504	177094083200
EUGENE IS 224 #A004	EI224A0400	G05504	177094089100
EUGENE IS 224 #A005	EI224A0503	G05504	177094089403
EUGENE IS 224 #A006	EI224A0600	G05504	177094103600
EUGENE IS 224 #A007	EI224A0700	G05504	177094106800
EUGENE IS 224 #A008	EI224A0800	G05504	177094111600
EUGENE IS 224 #A009	EI224A0900	G05504	177094121900
EUGENE IS 224 #A010	EI224A1000	G05504	177094135200
EUGENE IS 224 #C001	EI224C01	G05504	177094112501
EUGENE IS 224 #G002 (ORRI)	EI224G02	G05504	177094150801
EUGENE IS 224 #SS006 (ORRI)	EI224SS06	G05504	177094149000
EUGENE IS 312 #D001	EI312D0100	G22679	177104160900
EUGENE IS 312 #D002	EI312D0200	G22679	177104161900
EUGENE IS 315 #A001 ST1	EI315A0101	G02112	177104099001
EUGENE IS 315 #A003	EI315A0300	G02112	177104099500
EUGENE IS 315 #A005	EI315A0500	G02112	177104099800
EUGENE IS 315 #A006	EI315A0600	G02112	177104101700
EUGENE IS 315 #A007 ST1	EI315A0701	G02112	177104103001
EUGENE IS 315 #A010	EI315A1000	G02112	177104103700
EUGENE IS 315 #A012	EI315A1200	G02112	177104104000

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 315 #A016	EI315A1600	G02112	177104127000
EUGENE IS 315 #A017	EI315A1700	G02112	177104152000
EUGENE IS 315 #C001 (TANA)	EI315C0100	G24912	177104160800
EUGENE IS 315 #C002 (TANA)	EI315C0200	G24912	177104162300
EUGENE IS 316 #A001	EI316A0101	G05040	177104100701
EUGENE IS 316 #A002 ST1	EI316A0200	G05040	177104106400
EUGENE IS 316 #A003 ST3	EI316A0302	G05040	177104111302
EUGENE IS 316 #A005 ST5	EI316A0505	G05040	177104112905
EUGENE IS 316 #A007	EI316A0700	G05040	177104117000
EUGENE IS 316 #A008	EI316A0800	G05040	177104117300
EUGENE IS 316 #A010	EI316A1000	G05040	177104118300
EUGENE IS 316 #A011	EI316A1100	G05040	177104137500
EUGENE IS 316 #A012	EI316A1200	G05040	177104138400
EUGENE IS 316 #A013 ST1 (S01)	EI316A13S1	G05040	177104107601
EUGENE IS 329 #A002	EI329A0200	G02912	177104099101
EUGENE IS 329 #A004	EI329A0400	G02912	177104099400
EUGENE IS 329 #A008	EI329A0800	G02912	177104103500
EUGENE IS 329 #A011	EI329A1100	G02912	177104103800
EUGENE IS 329 #A014	EI329A1400	G02912	177104106800
EUGENE IS 329 #A015	EI329A1500	G02912	177104108001
EUGENE IS 329 #A018	EI329A1800	G02912	177104151700
EUGENE IS 330 #B001	EI330B0101	G02115	177104004301
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001
EUGENE IS 330 #B004 ST1	EI330B0401	G02115	177104008701
EUGENE IS 330 #B005 ST2	EI330B0502	G02115	177104009502
EUGENE IS 330 #B006 ST3	EI330B0603	G02115	177104010503
EUGENE IS 330 #B007 ST1	EI330B0701	G02115	177104011601
EUGENE IS 330 #B008 ST1 LF	EI330B0801	G02115	177104013001
EUGENE IS 330 #B009 ST1	EI330B0901	G02115	177104016301
EUGENE IS 330 #B010 ST1	EI330B1001	G02115	177104017101
EUGENE IS 330 #B011	EI330B1100	G02115	177104025200
EUGENE IS 330 #B012 ST1	EI330B1201	G02115	177104021001
EUGENE IS 330 #B014 ST1	EI330B1401	G02115	177104027401

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Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 330 #B015 ST1	EI330B1501	G02115	177104028601
EUGENE IS 330 #B016 ST1	EI330B1601	G02115	177104030201
EUGENE IS 330 #B018	EI330B1800	G02115	177104031200
EUGENE IS 330 #D001	EI330D0100	G02115	177104105600
EUGENE IS 330 #D002	EI330D0200	G02115	177104116900
EUGENE IS 330 #D003 ST2	EI330D0302	G02115	177104117802
EUGENE IS 330 #D004	EI330D0400	G02115	177104118400
EUGENE IS 330 #D005 ST1	EI330D0502	G02115	177104118702
EUGENE IS 330 #D006 ST	EI330D0602	G02115	177104119102
EUGENE IS 330 #D008 ST1	EI330D0801	G02115	177104119602
EUGENE IS 330 #D009 ST1	EI330D0901	G02115	177104138201
EUGENE IS 330 #D011	EI330D1100	G02115	177104138700
EUGENE IS 330 #D012 ST1	EI330D1201	G02115	177104138801
EUGENE IS 330 #D013	EI330D1301	G02115	177104164301
EUGENE IS 330 #D014	EI330D1401	G02115	177104164401
EUGENE IS 330 #D015	EI330D1500	G02115	177104164500
EUGENE IS 330 #D016	EI330D1602	G02115	177104164702
EUGENE IS 330 #D017	EI330D1700	G02115	177104164800
EUGENE IS 330 #D018	EI330D1801	G02115	177104165101
EUGENE IS 330 #D019	EI330D1900	G02115	177104165200
EUGENE IS 330 #D020	EI330D2000	G02115	177104165300
EUGENE IS 333 #B012	EI333B1200	G02317	177104145204
EUGENE IS 334 #B013 ST1	EI334B1301	G15263	177104152201
EUGENE IS 334 #D001 BP1	EI334D0100	G15263	177104159300
EUGENE IS 334 #D003 BP1	EI334D0301	G15263	177104161401
EUGENE IS 337 #A001 ST2	EI337A0102	G03332	177104054002
EUGENE IS 337 #A003 ST1	EI337A0301	G03332	177104101101
EUGENE IS 337 #A005 ST1	EI337A0501	G03332	177104102201
EUGENE IS 337 #A007	EI337A0700	G03332	177104104600
EUGENE IS 337 #A008 ST2	EI337A0802	G03332	177104104902
EUGENE IS 337 #A010	EI337A1000	G03332	177104161000
EUGENE IS 337 #A011	EI337A1103	G03332	177104163803
EUGENE IS 342 #004	EI34200400	G02319	177104113000

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Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 342 #C002 ST1	EI342C0201	G02319	177104110601
EUGENE IS 342 #C003	EI342C0300	G02319	177104114000
EUGENE IS 342 #C004	EI342C0401	G02319	177104120101
EUGENE IS 342 #C005	EI342C0502	G02319	177104120202
EUGENE IS 342 #C006	EI342C0600	G02319	177104120300
EUGENE IS 342 #C007	EI342C0700	G02319	177104120800
EUGENE IS 342 #C008	EI342C0800	G02319	177104121000
EUGENE IS 342 #C009	EI342C0900	G02319	177104121300
EUGENE IS 342 #C010	EI342C1000	G02319	177104121500
EUGENE IS 342 #C011	EI342C1100	G02319	177104122000
EUGENE IS 342 #C012	EI342C1200	G02319	177104122200
EUGENE IS 342 #C013	EI342C1300	G02319	177104122700
EUGENE IS 342 #C014	EI342C1400	G02319	177104135800
EUGENE IS 342 #C015	EI342C1501	G02319	177104162101
EUGENE IS 342 #C016	EI342C1601	G02319	177104162201
EUGENE IS 342 #C017 BP1	EI342C1701	G02319	177104162501
EUGENE IS 345 #A004	EI345A0401	G21647	177104159201
EUGENE IS 346 #004	EI34600400	G14482	177104150500
EUGENE IS 346 #005	EI34600500	G14482	177104151900
EUGENE IS 346 #A001	EI346A0100	G14482	177104149101
EUGENE IS 346 #A002 ST3	EI346A0203	G14482	177104149603
EUGENE IS 346 #A003	EI346A0300	G14482	177104155100
EUGENE IS 346 #B001 (ORRI)	EI346B0100	G14482	177104161700
EUGENE IS 346 #B003 (ORRI)	EI346B0300	G14482	177104162800
EUGENE IS 353 #D017 ST2	EI353D1702	G03783	177104143402
EUGENE IS 353(354) #D3 ST	EI353D0300	G03783	177104138501
EUGENE IS 354 #A006	EI354A0602	G10752	177104104302
EUGENE IS 354 #D001	EI354D0101	G10752	177104142101
EUGENE IS 354 #D002	EI354D0200	G10752	177104138100
EUGENE IS 354 #D004	EI354D0400	G10752	177104142900
EUGENE IS 354 #D005	EI354D0500	G10752	177104142800
EUGENE IS 354 #D006	EI354D0600	G10752	177104143500
EUGENE IS 354 #D008	EI354D0800	G10752	177104144000

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Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 354 #D009 ST4	EI354D0904	G10752	177104145604
EUGENE IS 354 #D010	EI354D1000	G10752	177104144700
EUGENE IS 354 #D011	EI354D1100	G10752	177104144900
EUGENE IS 354 #D012	EI354D1200	G10752	177104146400
EUGENE IS 354 #D014 ST1	EI354D1401	G02324	177104147201
EUGENE IS 354 #D015	EI354D1500	G10752	177104147700
EUGENE IS 354 #D016 ST1	EI354D1601	G10752	177104147901
EUGENE IS 361 #A001	EI361A0100	G02324	177104095200
EUGENE IS 361 #A002	EI361A0200	G02324	177104095600
EUGENE IS 361 #A006	EI361A0600	G02324	1771040979
EUGENE IS 361 #A007	EI361A0700	G02324	177104098500
EUGENE IS 361 #A008	EI361A0800	G02324	1771040992
EUGENE IS 361 #A010	EI361A1000	G02324	1771041012
EUGENE IS 361 #A011	EI361A1102	G02324	177104103402
EUGENE IS 361 #A013	EI361A1300	G02324	177104104400
EUGENE IS 361 #A014	EI361A1400	G02324	177104104700
EUGENE IS 361 #A015	EI361A1500	G02324	177104105300
EUGENE IS 361 #A016	EI361A1600	G02324	1771041057
EUGENE IS 361 #A017	EI361A1700	G02324	177104105800
EUGENE IS 361 #A018	EI361A1800	G02324	177104106600
EUGENE IS 361 #A019	EI361A1900	G02324	177104107500
EUGENE IS 361 #A020	EI361A2000	G02324	1771041079
EUGENE IS 361 #A021	EI361A2101	G02324	177104108101
EUGENE IS 361 #A022	EI361A2200	G02324	177104144600
EUGENE IS 361 #A023	EI361A2300	G02324	1771041454
EUGENE IS 361 #A024	EI361A2400	G02324	177104157900
EUGENE IS 361 #C003	EI361C0300	G02324	177104112401
EUGENE IS 361 #C012	EI361C1202	G02324	177104118002
EUGENE IS 361 #C015	EI361C1500	G02324	177104119500
EUGENE IS 361 #C016	EI361C1600	G02324	177104119800
EUGENE IS 361 #D001	EI361D0102	G02324	177104111102
EUGENE IS 361 #D004	EI361D0400	G02324	1771041135
EUGENE IS 361 #D010	EI361D1000	G02324	1771041171

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
EUGENE IS 361 #D014	EI361D1400	G02324	1771041193
EUGENE IS 361 #D015	EI361D1501	G02324	177104134601
EUGENE IS 361 #D017	EI361D1701	G02324	177104152401
EWING BANK 782 #A011 ST1 EW826	EW782A1101	G31470	608105002901
EWING BANK 782 #A022 (EW826)	EW782A2200	G31470	608104014400
EWING BANK 782 #A026	EW782A2600	G31470	608104015003
EWING BANK 826 #A001	EW826A0100	G05800	608105000100
EWING BANK 826 #A002 ST2	EW826A0202	G05800	608105000202
EWING BANK 826 #A003 ST2	EW826A0302	G05800	608105000402
EWING BANK 826 #A004	EW826A0400	G05800	608105000500
EWING BANK 826 #A005 ST3	EW826A0503	G05800	608105001303
EWING BANK 826 #A006	EW826A0600	G05800	608105001200
EWING BANK 826 #A007	EW826A0700	G05800	608105002000
EWING BANK 826 #A008	EW826A0800	G05800	608105001400
EWING BANK 826 #A009	EW826A0900	G05800	608105002800
EWING BANK 826 #A010	EW826A1000	G05800	608105001700
EWING BANK 826 #A013	EW826A1300	G05800	608105003000
EWING BANK 826 #A015	EW826A1501	G05800	608105003501
EWING BANK 826 #A016	EW826A1600	G05800	608105002100
EWING BANK 826 #A017	EW826A1700	G05800	608104013600
EWING BANK 826 #A018	EW826A1800	G05800	608104013700
EWING BANK 826 #A019 BP1	EW826A1901	G05800	608104013801
EWING BANK 826 #A020	EW826A2000	G05800	608104014000
EWING BANK 826 #A021 BP3	EW826A2103	G05800	608104014103
EWING BANK 826 #A024 ST1	EW826A2401	G05800	608104014801
GALVESTON 151 #005	GA15100500	G15740	427064044200
GALVESTON 180 #A002	GA180A0200	G03228	427084005600
GALVESTON 180 #A004 ST1	GA180A0401	G03228	427084005801
GALVESTON 180 #A007B	GA180A7B0	G03228	427084005900
GALVESTON 180 #A017	GA180A1700	G03228	427084007600
GALVESTON 192 #A014C	GA192A14C1	G03229	427084006701
GALVESTON 210 #001	GA21000100	G25524	427064044300
GALVESTON 210 #002	GA21000200	G25524	427064044800

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 039 #Q001 ST3	GI039Q0103	00127	177174037903
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #G013	GI040G1300	00128	177174098600
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602

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Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047002D1	00133	177174096600
GRAND ISLE 047 #O003	GI04700300	00133	177174096700
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 052 #L008 ST	GI052L0801	00177	177174019501
GRAND ISLE 052 #L010	GI052L1001	00177	177174043901
GRAND ISLE 052 #L012	GI052L1200	00177	177174044604
GRAND ISLE 076 #A001	GI076A0100	G02161	177174004600
GRAND ISLE 076 #A002	GI076A0200	G02161	177174004700
GRAND ISLE 076 #A003	GI076A0300	G02161	177174004900
GRAND ISLE 076 #A005	GI076A0500	G02161	177174005200
GRAND ISLE 076 #A006	GI076A0601	G02161	177174005001
GRAND ISLE 076 #A008	GI076A0800	G02161	177174005400
GRAND ISLE 076 #A009	GI076A0900	G02161	177174005500
GRAND ISLE 076 #A010	GI076A1001	G02161	177174005301
GRAND ISLE 076 #A011	GI076A1100	G02161	177174005600

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Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 076 #A013	GI076A1300	G02161	177174005800
GRAND ISLE 076 #A014	GI076A1400	G02161	177174006100
GRAND ISLE 076 #A015	GI076A1500	G02161	177174005900
GRAND ISLE 076 #A018	GI076A1800	G02161	177174006500
GRAND ISLE 076 #A022	GI076A2201	G02161	177174006601
GRAND ISLE 076 #A023 ST1	GI076A2301	G02161	177174044101
GRAND ISLE 076 #A024 ST1BP1	GI076A2401	G02161	177174095502
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
HIGH ISLAND 110 #A001	HI110A0100	G02353	427084001700
HIGH ISLAND 110 #A002	HI110A0200	G02353	427084002300
HIGH ISLAND 110 #A004	HI110A0400	G02353	427084003300
HIGH ISLAND 110 #A005	HI110A0500	G02353	427084003500
HIGH ISLAND 110 #A006	HI110A0600	G02353	427084003700
HIGH ISLAND 110 #A008	HI110A0800	G02353	427084004900
HIGH ISLAND 110 #A009	HI110A0900	G02353	427084039400
HIGH ISLAND 110 #B002	HI110B0200	G02353	427084004300
HIGH ISLAND 110 #B004	HI110B0400	G02353	427084006100
HIGH ISLAND 110 #B009	HI110B0900	G02353	427084035000
HIGH ISLAND 110 #B010	HI110B1000	G02353	427084039600
HIGH ISLAND 111 #003	HI11100300	G02354	427084046200
HIGH ISLAND 111 #A003	HI111A0300	G02354	427084002600
HIGH ISLAND 111 #A010	HI111A1000	G02354	427084040101
HIGH ISLAND 116 #A001	HI116A0100	G06156	427084016400
HIGH ISLAND 116 #A002D	HI116A02D0	G06156	427084017600
HIGH ISLAND 116 #A003	HI116A0300	G06156	427084018300
HIGH ISLAND 129 #005	HI129005	G01848	427104000700
HIGH ISLAND 129 #006	HI12900600	G01848	427104000800

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND 129 #013	HI12901300	G01848	427104009600
HIGH ISLAND 129 #017	HI12901702	G01848	427104015302
HIGH ISLAND 129 #018 (HELIS)	HI12901800	G01848	427104015400
HIGH ISLAND 176 #002	HI17600200	G06164	427084030200
HIGH ISLAND 176 #003	HI17603	G06164	427084031300
HIGH ISLAND 179 #A001	HI179A0100	G03236	427084005500
HIGH ISLAND 179 #A003	HI179A0300	G03236	427084005700
HIGH ISLAND 179 #A006 ST2	HI179A0602	G03236	427084006002
HIGH ISLAND 179 #A008B	HI179A08B0	G03236	427084006200
HIGH ISLAND 179 #A009	HI179A0900	G03236	427084006300
HIGH ISLAND 179 #A010	HI179A1000	G03236	427084006400
HIGH ISLAND 179 #A016	HI179A1600	G03236	427084007300
HIGH ISLAND 179 #A018E	HI179A18E0	G03236	427084008000
HIGH ISLAND 179 #A019	HI179A1900	G03236	427084007800
HIGH ISLAND 193 #A015	HI193A1500	G03237	427084006801
HIGH ISLAND 206 #B001 ST1	HI206B0101	G20660	427084056501
HIGH ISLAND 206 #B002 ST1	HI206B0201	G20660	427084059201
HIGH ISLAND 206 #B003 ST1	HI206B0301	G20660	427084063501
HIGH ISLAND A-341 #B001	HIA341B010	G25605	427114085900
HIGH ISLAND A-341 #B002	HIA341B020	G25605	427114087101
HIGH ISLAND A-365 #A001	HIA365A010	G02750	427114052200
HIGH ISLAND A-365 #A004	HIA365A040	G02750	427114053700
HIGH ISLAND A-365 #A006	HIA365A060	G02750	427114053100
HIGH ISLAND A-365 #A007	HIA365A070	G02750	427114054100
HIGH ISLAND A-365 #A008	HIA365A080	G02750	427114054800
HIGH ISLAND A-365 #A010	HIA365A100	G02750	427114055200
HIGH ISLAND A-365 #A012	HIA365A120	G02750	427114055600
HIGH ISLAND A-365 #A013 ST1	HIA365A131	G02750	427114055801
HIGH ISLAND A-365 #A016	HIA365A160	G02750	427114056700
HIGH ISLAND A-365 #A020	HIA365A200	G02750	427114057500
HIGH ISLAND A-365 #A021	HIA365A210	G02750	427114057600
HIGH ISLAND A-365 #A024	HIA365A240	G02750	427114066300
HIGH ISLAND A-365 #A025	HIA365A250	G02750	427114066500

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-376 #A002 ST1	HIA376A021	G02754	427114052601
HIGH ISLAND A-376 #A003	HIA376A030	G02754	427114052700
HIGH ISLAND A-376 #A005	HIA376A050	G02754	427114053500
HIGH ISLAND A-376 #A009	HIA376A090	G02754	427114054400
HIGH ISLAND A-376 #A011	HIA376A110	G02754	427114055000
HIGH ISLAND A-376 #A014 ST2	HIA376A142	G02754	427114056002
HIGH ISLAND A-376 #A015	HIA376A150	G02754	427114056200
HIGH ISLAND A-376 #A017	HIA376A170	G02754	427114057200
HIGH ISLAND A-376 #A018	HIA376A180	G02754	427114057300
HIGH ISLAND A-376 #A019	HIA376A190	G02754	427114057400
HIGH ISLAND A-376 #A022	HIA376A220	G02754	427114057700
HIGH ISLAND A-376 #B001	HIA376B010	G02754	427114068700
HIGH ISLAND A-376 #B002	HIA376B020	G02754	427114068900
HIGH ISLAND A-376 #B003	HIA376B031	G02754	427114078701
HIGH ISLAND A-376 #B004	HIA376B041	G02754	427114079001
HIGH ISLAND A-376 #B005	HIA376B050	G02754	427114079600
HIGH ISLAND A-376 #C001	HIA376C010	G02754	427114088900
HIGH ISLAND A-376 #C002	HIA376C020	G02754	427114089600
HIGH ISLAND A-376 #C003	HIA376C030	G02754	427114089500
HIGH ISLAND A-376 #C004	HIA376C040	G02754	427114089400
HIGH ISLAND A-382 #A009	HIA382A090	G02757	427094018600
HIGH ISLAND A-382 #B013	HIA382B130	G02757	427094025500
HIGH ISLAND A-382 #F001 ST1	HIA382F011	G02757	427114059401
HIGH ISLAND A-382 #F002	HIA382F020	G02757	427114059800
HIGH ISLAND A-382 #F003	HIA382F031	G02757	427114059901
HIGH ISLAND A-382 #F004	HIA382F040	G02757	427114060600
HIGH ISLAND A-382 #F005	HIA382F050	G02757	427114060900
HIGH ISLAND A-382 #F006	HIA382F061	G02757	427114061001
HIGH ISLAND A-382 #F008	HIA382F080	G02757	427114061700
HIGH ISLAND A-382 #F010 ST5	HIA382F105	G02757	427114062605
HIGH ISLAND A-382 #F011	HIA382F110	G02757	427114063100
HIGH ISLAND A-382 #F012	HIA382F121	G02757	427114063601
HIGH ISLAND A-382 #F013	HIA382F130	G02757	427114063800

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-382 #F014	HIA382F140	G02757	427114063900
HIGH ISLAND A-382 #F015	HIA382F151	G02757	427114064701
HIGH ISLAND A-382 #F017	HIA382F171	G02757	427114066701
HIGH ISLAND A-382 #F019	HIA382F190	G02757	427114067100
HIGH ISLAND A-382 #F020	HIA382F200	G02757	427114067500
HIGH ISLAND A-382 #F021	HIA382F211	G02757	427114067801
HIGH ISLAND A-442 #A001 (ORRI)	HIA442A010	G11383	427094096101
HIGH ISLAND A-442 #A003 (ORRI)	HIA442A03	G11383	427094098101
HIGH ISLAND A-442 #A004 (ORRI)	HIA442A040	G11383	427094099000
HIGH ISLAND A-442 #B001 (ORRI)	HIA442B01	G11383	427094108900
HIGH ISLAND A-474 #A001	HIA474A010	G02366	427094017100
HIGH ISLAND A-474 #A002	HIA474A020	G02366	427094017200
HIGH ISLAND A-474 #A003	HIA474A030	G02366	427094019900
HIGH ISLAND A-474 #A004	HIA474A040	G02366	427094022800
HIGH ISLAND A-474 #A005	HIA474A050	G02366	427094023500
HIGH ISLAND A-474 #A006	HIA474A060	G02366	427094024300
HIGH ISLAND A-474 #A007	HIA474A070	G02366	427094027702
HIGH ISLAND A-474 #A008	HIA474A080	G02366	427094026100
HIGH ISLAND A-474 #A010	HIA474A100	G02366	427094029400
HIGH ISLAND A-474 #A011	HIA474A110	G02366	427094030000
HIGH ISLAND A-474 #A012	HIA474A120	G02366	427094030801
HIGH ISLAND A-474 #A013	HIA474A130	G02366	427094036104
HIGH ISLAND A-474 #A014	HIA474A140	G02366	427094035000
HIGH ISLAND A-474 #A017	HIA474A170	G02366	427094032500
HIGH ISLAND A-474 #A020	HIA474A200	G02366	427094038500
HIGH ISLAND A-474 #A021	HIA474A210	G02366	427094040700
HIGH ISLAND A-474 #B023	HIA474B230	G02366	427094037200
HIGH ISLAND A-475 #A016	HIA475A16	G02367	427094035500
HIGH ISLAND A-475 #A018	HIA475A18	G02367	427094033100
HIGH ISLAND A-489 #A009	HIA489A090	G02372	427094028500
HIGH ISLAND A-489 #A015	HIA489A150	G02372	427094037000
HIGH ISLAND A-489 #B002	HIA489B020	G02372	427094021000
HIGH ISLAND A-489 #B003	HIA489B030	G02372	427094020901

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-489 #B005 ST	HIA489B050	G02372	427094024601
HIGH ISLAND A-489 #B007	HIA489B070	G02372	427094027601
HIGH ISLAND A-489 #B009	HIA489B090	G02372	427094026500
HIGH ISLAND A-489 #B010	HIA489B100	G02372	427094028800
HIGH ISLAND A-489 #B012	HIA489B120	G02372	427094031400
HIGH ISLAND A-489 #B013	HIA489B130	G02372	427094028600
HIGH ISLAND A-489 #B014	HIA489B140	G02372	427094029700
HIGH ISLAND A-489 #B015	HIA489B150	G02372	427094030400
HIGH ISLAND A-489 #B016	HIA489B160	G02372	427094029800
HIGH ISLAND A-489 #B017	HIA489B170	G02372	427094023802
HIGH ISLAND A-489 #B020	HIA489B200	G02372	427094028101
HIGH ISLAND A-489 #B021	HIA489B210	G02372	427094026202
HIGH ISLAND A-489 #B022	HIA489B220	G02372	427094036000
HIGH ISLAND A-489 #B024	HIA489B240	G02372	427094035400
HIGH ISLAND A-489 #B025	HIA489B250	G02372	427094041400
HIGH ISLAND A-489 #B026	HIA489B260	G02372	427094043100
HIGH ISLAND A-489 #B027	HIA489B270	G02372	427094042501
HIGH ISLAND A-489 #B028	HIA489B280	G02372	427094054500
HIGH ISLAND A-489 #B029	HIA489B290	G02372	427094111100
HIGH ISLAND A-545 #JA001	HIA545JA01	G17199	427094104000
HIGH ISLAND A-545 #JA002	HIA545JA02	G17199	427094112401
HIGH ISLAND A-545 #JA003	HIA545JA03	G17199	427094113700
HIGH ISLAND A-572 #A003 ST1	HIA572A031	G02392	427094012901
HIGH ISLAND A-572(573)A014	HIA572A140	G02392	427094034100
HIGH ISLAND A-573 #006	HIA5730060	G02393	427094053700
HIGH ISLAND A-573 #A001 ST2	HIA573A012	G02393	427094007102
HIGH ISLAND A-573 #A002 ST3	HIA573A023	G02393	427094013803
HIGH ISLAND A-573 #A004	HIA573A040	G02393	427094015000
HIGH ISLAND A-573 #A005 ST1	HIA573A051	G02393	427094015501
HIGH ISLAND A-573 #A008	HIA573A080	G02393	427094018000
HIGH ISLAND A-573 #A010	HIA573A100	G02393	427094020500
HIGH ISLAND A-573 #A015	HIA573A150	G02393	427094034200
HIGH ISLAND A-573 #A016	HIA573A160	G02393	427094034300

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-573 #A017	HIA573A170	G02393	427094036500
HIGH ISLAND A-573 #A019 ST1	HIA573A191	G02393	427094038001
HIGH ISLAND A-573 #B001	HIA573B010	G02393	427094012800
HIGH ISLAND A-573 #B002	HIA573B020	G02393	427094014100
HIGH ISLAND A-573 #B005	HIA573B050	G02393	427094016400
HIGH ISLAND A-573 #B006	HIA573B060	G02393	427094017000
HIGH ISLAND A-573 #B008	HIA573B080	G02393	427094017900
HIGH ISLAND A-573 #B010	HIA573B100	G02393	427094021100
HIGH ISLAND A-573 #B012	HIA573B120	G02393	427094022700
HIGH ISLAND A-573 #E007	HIA573E070	G02393	427094098200
HIGH ISLAND A-573 #E012	HIA573E120	G02393	427094115000
HIGH ISLAND A-573 #F007	HIA573F070	G02393	427114061200
HIGH ISLAND A-573 #F009	HIA573F090	G02393	427114062000
HIGH ISLAND A-573 #F016 ST5	HIA573F165	G02393	427114066805
HIGH ISLAND A-573 #F018 ST1	HIA573F181	G02393	427114067301
HIGH ISLAND A-573 #F022	HIA573F220	G02393	427114068400
HIGH ISLAND A-573 #F023 ST2	HIA573F232	G02393	427114069302
HIGH ISLAND A-581 #D004	HIA581D040	G18959	427094112200
HIGH ISLAND A-582 #C001	HIA582C010	G02719	427094061500
HIGH ISLAND A-582 #C002	HIA582C020	G02719	427094061900
HIGH ISLAND A-582 #C003	HIA582C030	G02719	427094058000
HIGH ISLAND A-582 #C006	HIA582C060	G02719	427094063400
HIGH ISLAND A-582 #C007	HIA582C070	G02719	427094063900
HIGH ISLAND A-582 #C010	HIA582C100	G02719	427094070200
HIGH ISLAND A-582 #C011	HIA582C110	G02719	427094071400
HIGH ISLAND A-582 #C012	HIA582C120	G02719	427094074900
HIGH ISLAND A-582 #C013	HIA582C130	G02719	427094072700
HIGH ISLAND A-582 #C014	HIA582C140	G02719	427094073800
HIGH ISLAND A-582 #C015	HIA582C150	G02719	427094075800
HIGH ISLAND A-582 #C019	HIA582C190	G02719	427094108200
HIGH ISLAND A-582 #D002 ST1	HIA582D021	G02719	427094110801
HIGH ISLAND A-582 #D003 ST	HIA582D031	G02719	427094111401
HIGH ISLAND A-582 #D005	HIA582D050	G02719	427094114300

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Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND A-582 #D006	HIA582D060	G02719	427094114700
HIGH ISLAND A-595 #D001 ST2	HIA595D1D2	G02721	427094055302
HIGH ISLAND A-595 #D003	HIA595D03	G02721	427094058500
HIGH ISLAND A-595 #D005	HIA595D050	G02721	427094092900
HIGH ISLAND A-595 #D006	HIA595D063	G02721	427094063205
HIGH ISLAND A-595 #D010	HIA595D100	G02721	427094070500
HIGH ISLAND A-595 #D012	HIA595D120	G02721	427094077000
HIGH ISLAND A-595 #D017 ST2	HIA595D172	G02721	427094083702
HIGH ISLAND A-595 #D018	HIA595D181	G02721	427094093501
HIGH ISLAND A-595 #E011	HIA595E110	G02721	427094114501
HIGH ISLAND A-596 #B014	HIA596B140	G02722	427094025800
HIGH ISLAND A-596 #D002	HIA596D020	G02722	427094056901
HIGH ISLAND A-596 #D004	HIA596D040	G02722	427094060500
HIGH ISLAND A-596 #D007 ST4	HIA596D074	G02722	427094064304
HIGH ISLAND A-596 #D008 ST1	HIA596D081	G02722	427094067001
HIGH ISLAND A-596 #D009	HIA596D090	G02722	427094068400
HIGH ISLAND A-596 #D011	HIA596D110	G02722	427094075700
HIGH ISLAND A-596 #D013 ST2	HIA596D132	G02722	427094079502
HIGH ISLAND A-596 #D014	HIA596D140	G02722	427094080100
HIGH ISLAND A-596 #D016	HIA596D160	G02722	427094082400
HIGH ISLAND A-596 #E005	HIA596E050	G02722	427094085900
HIGH ISLAND A-596 #E008	HIA596E080	G02722	427094112801
HIGH ISLAND A-596 #E009	HIA596E090	G02722	427094114200
MAIN PASS 077 #A001	MP077A0100	G04481	177254033800
MAIN PASS 077 #A002	MP077A0201	G04481	177254043101
MAIN PASS 077 #A003	MP077A0300	G04481	177254036100
MAIN PASS 077 #A004	MP077A0400	G04481	177254036900
MAIN PASS 077 #A005	MP077A0500	G04481	177254038000
MAIN PASS 077 #A006 ST2	MP077A0602	G04481	177254036402
MAIN PASS 077 #A010	MP077A1000	G04481	177254039600
MAIN PASS 077 #A011	MP077A1100	G04481	177254042400
MAIN PASS 077 #A012	MP077A1200	G04481	177254039700
MAIN PASS 077 #A013	MP077A1300	G04481	177254044900

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 077 #A014	MP077A1400	G04481	177254044500
MAIN PASS 077 #A015	MP077A1501	G04481	177254045101
MAIN PASS 077 #A016	MP077A1600	G04481	177254045900
MAIN PASS 077 #A017	MP077A1700	G04481	177254046200
MAIN PASS 077 #A018	MP077A1800	G04481	177254046800
MAIN PASS 077 #A019	MP077A1900	G04481	177254048200
MAIN PASS 077 #A020	MP077A2001	G04481	177254048501
MAIN PASS 077 #A021 ST	MP077A2100	G04481	177254067002
MAIN PASS 077 #A022	MP077A2201	G04481	177254067401
MAIN PASS 077 #A023	MP077A23	G04481	177254067601
MAIN PASS 077 #A07	MP077A0700	G04481	177254041000
MAIN PASS 077 #A08	MP077A0800	G04481	177254038200
MAIN PASS 077 #A09	MP077A0900	G04481	177254039000
MAIN PASS 091 #A001	MP091A0100	G14576	177254060600
MAIN PASS 091 #A002	MP091A0200	G14576	177254062200
MAIN PASS 091 #A003	MP091A0300	G14576	177254065000
MAIN PASS 140 #A001	MP140A0100	G02193	177254006400
MAIN PASS 140 #A002	MP140A0200	G02193	177254007700
MAIN PASS 140 #A003	MP140A0300	G02193	177254007800
MAIN PASS 140 #A004	MP140A0400	G02193	177254008200
MAIN PASS 140 #A005 ST1	MP140A0501	G02193	177254008301
MAIN PASS 140 #A008 ST2	MP140A0802	G02193	177254009202
MAIN PASS 140 #A009	MP140A0900	G02193	177254009400
MAIN PASS 140 #A010 ST2	MP140A1002	G02193	177254009502
MAIN PASS 140 #A011	MP140A1100	G02193	177254010000
MAIN PASS 140 #A012 ST2	MP140A1202	G02193	177254010102
MAIN PASS 140 #A013 ST1	MP140A1301	G02193	177254010401
MAIN PASS 140 #A014	MP140A1400	G02193	177254010500
MAIN PASS 140 #A015	MP140A1500	G02193	177254010600
MAIN PASS 140 #A016 ST3	MP140A1603	G02193	177254008603
MAIN PASS 140 #A017	MP140A1700	G02193	177254011000
MAIN PASS 140 #A018 ST3	MP140A1803	G02193	177254008803
MAIN PASS 140 #A020	MP140A2000	G02193	177254065700

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 140 #A021	MP140A2100	G02193	177254065500
MAIN PASS 140 #B001	MP140B0100	G02193	177254006600
MAIN PASS 140 #B003 ST1	MP140B0301	G02193	177254008001
MAIN PASS 140 #B004 ST3	MP140B0403	G02193	177254008103
MAIN PASS 140 #B007 ST1	MP140B0701	G02193	177254009001
MAIN PASS 140 #B008 ST2	MP140B0802	G02193	177254009102
MAIN PASS 140 #B011 ST1	MP140B1101	G02193	177254009801
MAIN PASS 140 #B012 ST2	MP140B1202	G02193	177254008902
MAIN PASS 140 #B013	MP140B1300	G02193	177254010200
MAIN PASS 140 #B014 ST	MP140B1401	G02193	177254010301
MAIN PASS 140 #B015 ST2	MP140B1502	G02193	177254010702
MAIN PASS 140 #B017	MP140B1701	G02193	177254010901
MAIN PASS 140 #B018	MP140B1800	G02193	177254062600
MAIN PASS 140 #B019	MP140B1900	G02193	177254063000
MAIN PASS 140 #B020	MP140B2000	G02193	177254063100
MAIN PASS 140 #B021 ST	MP140B2101	G02193	177254073301
MAIN PASS 140 #B022	MP140B2200	G02193	177254077300
MAIN PASS 140 #B023	MP140B2300	G02193	177254077500
MAIN PASS 152 #A015	MP152A1500	G01966	177232005300
MAIN PASS 152 #A020B	MP152A20B0	G01966	177232006200
MAIN PASS 152 #B004A	MP152B04A0	G01966	177254000900
MAIN PASS 152 #B012	MP152B1200	G01966	177254002700
MAIN PASS 152 #B015	MP152B1500	G01966	177254002300
MAIN PASS 152 #B020 ST	MP152B2002	G01966	177254002802
MAIN PASS 152 #B022A	MP152B22A0	G01966	177254003500
MAIN PASS 152 #B030	MP152B3000	G01966	177254004500
MAIN PASS 152 #B031A	MP152B31A0	G01966	177254004700
MAIN PASS 152 #C002	MP152C0200	G01966	177254040800
MAIN PASS 152 #C005	MP152C0500	G01966	177254042000
MAIN PASS 152 #C006	MP152C0600	G01966	177254042100
MAIN PASS 152 #C008	MP152C0800	G01966	177254042500
MAIN PASS 152 #C011	MP152C1100	G01966	177254043200
MAIN PASS 152 #C031	MP152C3100	G01966	177254048100

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 152 #C032	MP152C3200	G01966	177254049000
MAIN PASS 153 #A017B	MP153A17B0	G01967	177232005400
MAIN PASS 153 #B001	MP153B0100	G01967	177252010300
MAIN PASS 153 #B003A	MP153B03A0	G01967	177254000302
MAIN PASS 153 #B010 ST2	MP153B1002	G01967	177254001803
MAIN PASS 153 #B017	MP153B1700	G01967	177254002500
MAIN PASS 153 #B018	MP153B1800	G01967	177254002900
MAIN PASS 153 #B025	MP153B2500	G01967	177254004000
MAIN PASS 153 #B027	MP153B2700	G01967	177254004200
MAIN PASS 153 #C009	MP153C0900	G01967	177254042701
MAIN PASS 153 #C012	MP153C1200	G01967	177254043300
MAIN PASS 153 #C013 ST	MP153C1301	G01967	177254043501
MAIN PASS 153 #C014	MP153C1400	G01967	177254043902
MAIN PASS 153 #C017	MP153C1700	G01967	177254044200
MAIN PASS 153 #C018	MP153C1800	G01967	177254044300
MAIN PASS 153 #C020	MP153C2000	G01967	177254045400
MAIN PASS 153 #C021	MP153C2100	G01967	177254045500
MAIN PASS 153 #C024	MP153C2400	G01967	177254046100
MAIN PASS 153 #C026	MP153C2600	G01967	177254046900
MAIN PASS 153 #C027	MP153C2700	G01967	177254047400
MAIN PASS 153 #C028	MP153C2800	G01967	177254048400
MAIN PASS 153 #C029	MP153C2901	G01967	177254047501
MAIN PASS 153 #C030	MP153C3002	G01967	177254047802
MAIN PASS 259 #001	MP25900101	G07827	177244048801
MAIN PASS 259 #002	MP25900200	G07827	177244050000
MAIN PASS 259 #003	MP25900300	G07827	608164015800
MAIN PASS 259 #004	MP25900400	G07827	177244050500
MAIN PASS 259 #005	MP25900500	G07827	608164016400
MAIN PASS 259 #A001	MP259A0100	G07827	177244069700
MAIN PASS 259 #A002	MP259A0200	G07827	177244070200
MAIN PASS 259 #A003	MP259A0300	G07827	177244070800
MAIN PASS 259 #A004	MP259A0400	G07827	177244071000
MAIN PASS 259 #A005	MP259A0500	G07827	177244071300

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 259 #A006	MP259A0600	G07827	177244071600
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800
MAIN PASS 259 #A008 ST1	MP259A0801	G07827	177244072401
MAIN PASS 259 #A010 ST1	MP259A1001	G07827	177244074601
MAIN PASS 259 #A011 ST1	MP259A1101	G07827	177244074901
MAIN PASS 259 #A012 ST1	MP259A1201	G07828	177244076801
MAIN PASS 275 #A001 ST1	MP275A0101	G15395	177244085701
MAIN PASS 275 #A002 ST1	MP275A0201	G15395	177244086101
MAIN PASS 275 #A003	MP275A0300	G15395	177244093300
MAIN PASS 289 #013	MP28901300	G01666	177244004700
MAIN PASS 289 #B001	MP289B0100	G01666	177240007800
MAIN PASS 289 #B005	MP289B0501	G01666	177240011701
MAIN PASS 289 #B014A	MP289B1400	G01666	177242000100
MAIN PASS 289 #B015	MP289B1500	G01666	177240014800
MAIN PASS 289 #B016 WIW	MP289B1600	G01666	177242003100
MAIN PASS 289 #B018 WIW	MP289B1800	G01666	177242003200
MAIN PASS 289 #C001	MP289C0100	G01666	177244048100
MAIN PASS 289 #C002	MP289C0200	G01666	177244047600
MAIN PASS 289 #C003A	MP289C0300	G01666	177244047800
MAIN PASS 289 #C004A	MP289C0402	G01666	177244047902
MAIN PASS 289 #C005	MP289C0500	G01666	177244048000
MAIN PASS 289 #C007	MP289C0700	G01666	177244048400
MAIN PASS 289 #C008	MP289C0800	G01666	177244048500
MAIN PASS 289 #C009	MP289C0901	G01666	177244048301
MAIN PASS 289 #C010	MP289C1000	G01666	177244048200
MAIN PASS 289 #C011	MP289C1100	G01666	177244048700
MAIN PASS 289 #C012	MP289C1203	G01666	177244049203
MAIN PASS 289 #C013 WSW	MP289C1300	G01666	177244052400
MAIN PASS 289 #C014	MP289C1400	G01666	177244049900
MAIN PASS 289 #C015	MP289C1500	G01666	177244048900
MAIN PASS 289 #C017	MP289C1700	G01666	177244053900
MAIN PASS 289 #C019	MP289C1900	G01666	177244049400
MAIN PASS 289 #C020	MP289C2000	G01666	177244050100

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 289 #C021	MP289C2100	G01666	177244049100
MAIN PASS 289 #C022 WIW	MP289C2200	G01666	177244049300
MAIN PASS 289 #C023	MP289C2301	G01666	177244053801
MAIN PASS 289 #C024	MP289C2401	G01666	177244051901
MAIN PASS 289 #C025 WIW	MP289C2500	G01666	177244051400
MAIN PASS 289 #C026	MP289C2600	G01666	177244052700
MAIN PASS 289 #C027	MP289C2700	G01666	177244053100
MAIN PASS 289 #C028	MP289C2801	G01666	177244051501
MAIN PASS 289 #C029D	MP289C29D1	G01666	177244051801
MAIN PASS 289 #C030	MP289C3000	G01666	177244053300
MAIN PASS 289 #C031	MP289C3100	G01666	177244090200
MAIN PASS 289 #C032	MP289C3200	G01666	177244090300
MAIN PASS 290 #C006	MP290C0600	G01667	177244050400
MAIN PASS 290 #C016	MP290C1600	G01667	177244051000
MAIN PASS 290 #C018 ST2	MP290C1802	G01667	177244051302
MAIN PASS 295 #001	MP29500100	G32263	177244097001
MAIN PASS 295 #003	MP29500300	G32263	177244097500
MAIN PASS 296 #B001	MP296B0100	G01673	177244022300
MAIN PASS 296 #B003	MP296B0300	G01673	177244022700
MAIN PASS 296 #B004	MP296B0400	G01673	177244022900
MAIN PASS 296 #B008	MP296B0800	G01673	177244023600
MAIN PASS 296 #B013 ST	MP296B1301	G01673	177244024501
MAIN PASS 296 #B014 ST1	MP296B1401	G01673	177244024401
MAIN PASS 296 #B018	MP296B1800	G01673	177244025300
MAIN PASS 296 #B019 ST2	MP296B1902	G01673	177244027302
MAIN PASS 296 #C001	MP296C0100	G01673	177244016100
MAIN PASS 296 #C002	MP296C0200	G01673	177244021100
MAIN PASS 296 #C004 ST3	MP296C0403	G01673	177244021403
MAIN PASS 296 #C005	MP296C0500	G01673	177244021700
MAIN PASS 296 #C006	MP296C0603	G01673	177244021503
MAIN PASS 296 #C007A	MP296C07A0	G01673	177244021600
MAIN PASS 296 #C013	MP296C1301	G01673	177244022401
MAIN PASS 296 #C014	MP296C1402	G01673	177244030702

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 296 #C015	MP296C1500	G01673	177244031300
MAIN PASS 296 #C018 ST	MP296C1801	G01673	177244089101
MAIN PASS 296 #C019	MP296C1900	G01673	177244089400
MAIN PASS 300 #B002	MP300B0200	G01317	177244067200
MAIN PASS 301 #A002	MP301A0200	G04486	177244034600
MAIN PASS 301 #A003	MP301A0300	G04486	177244035101
MAIN PASS 301 #A004	MP301A0400	G04486	177244039501
MAIN PASS 301 #B001	MP301B0100	G04486	177244063000
MAIN PASS 302 #B004	MP302B0400	G32264	177244018801
MAIN PASS 302 #B019	MP302B1900	G32264	177244097401
MAIN PASS 303 #A005D (MP310)	MP303A05D1	G04253	177244030600
MAIN PASS 303 #A017	MP303A1700	G04253	177244094700
MAIN PASS 303 #B005	MP303B0500	G04253	177244023000
MAIN PASS 303 #B007	MP303B0700	G04253	177244023400
MAIN PASS 303 #B009	MP303B0900	G04253	177244023800
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800
MAIN PASS 304 #A007	MP304A0700	G03339	177244030800
MAIN PASS 304 #A009	MP304A0900	G03339	177244030500
MAIN PASS 304 #B012	MP304B1200	G03339	177244024300
MAIN PASS 308 #A001	MP308A0100	G32265	177244095600
MAIN PASS 308 #A002	MP308A0200	G32265	177244095700
MAIN PASS 308 #A003	MP308A0300	G32265	177244096500
MAIN PASS 308 #A004 ST	MP308A0401	G32265	177244096201
MAIN PASS 308 #A006	MP308A0600	G32265	177244095900
MAIN PASS 308 #A007	MP308A0700	G32265	177244096700
MAIN PASS 308 #A008	MP308A0801	G32265	177244096601
MAIN PASS 309 #A005	MP309A0500	G08760	177244096301
MAIN PASS 309 #A009	MP309A0900	G08760	177244096900
MAIN PASS 309 #JA001	MP309JA010	G08760	177244063500
MAIN PASS 309 #JA002	MP309JA200	G08760	177244064600
MAIN PASS 309 #JA006	MP309JA600	G08760	177244065100
MAIN PASS 309 #JA007	MP309JA700	G08760	177244065000
MAIN PASS 309 #JA008	MP309JA800	G08760	177244065200

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Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 309 #JA010	MP309JA100	G08760	177244072700
MAIN PASS 309 #JA05A	MP309JA5A0	G08760	177244064800
MAIN PASS 310 #A001	MP310A0100	G04126	177244028700
MAIN PASS 310 #A002 ST2	MP310A0202	G04126	177244029502
MAIN PASS 310 #A003	MP310A0301	G04126	177244029401
MAIN PASS 310 #A004	MP310A0400	G04126	177244030000
MAIN PASS 310 #A006	MP310A0603	G04126	177244030103
MAIN PASS 310 #A008A	MP310A0800	G04126	177244029700
MAIN PASS 310 #A010	MP310A1000	G04126	177244029800
MAIN PASS 310 #A011 ST	MP310A1102	G04126	177244041702
MAIN PASS 310 #A012	MP310A1200	G04126	177244041900
MAIN PASS 310 #A013	MP310A1300	G04126	177244042400
MAIN PASS 310 #A014	MP310A1401	G04126	177244042601
MAIN PASS 310 #A015	MP310A1500	G04126	177244042500
MAIN PASS 310 #A016 ST	MP310A1601	G04126	177244043301
MAIN PASS 310 #JA009	MP310JA902	G04126	177244065602
MAIN PASS 311 #A001	MP311A0100	G02213	177244013600
MAIN PASS 311 #A002	MP311A0200	G02213	177244013900
MAIN PASS 311 #A003	MP311A0300	G02213	177244014100
MAIN PASS 311 #A005	MP311A0500	G02213	177244014500
MAIN PASS 311 #A006	MP311A0600	G02213	177244014800
MAIN PASS 311 #A007	MP311A0700	G02213	177244014900
MAIN PASS 311 #A008	MP311A0800	G02213	177244015200
MAIN PASS 311 #A009	MP311A0900	G02213	177244015300
MAIN PASS 311 #A010	MP311A1000	G02213	177244015500
MAIN PASS 311 #A011A	MP311A1100	G02213	177244016400
MAIN PASS 311 #A012	MP311A1200	G02213	177244016300
MAIN PASS 311 #A013	MP311A1301	G02213	177244017202
MAIN PASS 311 #A014	MP311A1400	G02213	177244017800
MAIN PASS 311 #A015	MP311A1500	G02213	177244017600
MAIN PASS 311 #A016	MP311A1600	G02213	177244018000
MAIN PASS 311 #A017	MP311A1700	G02213	177244017900
MAIN PASS 311 #A020 ST	MP311A2001	G02213	177244089301

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
MAIN PASS 311 #A024	MP311A2400	G02213	177244096400
MAIN PASS 311 #B001	MP311B0100	G02213	177244015900
MAIN PASS 311 #B002D	MP311B02D0	G02213	177244018300
MAIN PASS 311 #B006	MP311B0600	G02213	177244019200
MAIN PASS 311 #B007	MP311B0700	G02213	177244019300
MAIN PASS 311 #B008	MP311B0801	G02213	177244019001
MAIN PASS 311 #B009	MP311B0900	G02213	177244019400
MAIN PASS 311 #B010	MP311B1000	G02213	177244019500
MAIN PASS 311 #B012	MP311B1200	G02213	177244020001
MAIN PASS 311 #B013D	MP311B13D0	G02213	177244035600
MAIN PASS 311 #B014	MP311B1401	G02213	177244036201
MAIN PASS 311 #B015	MP311B1500	G02213	177244036700
MAIN PASS 311 #B017	MP311B1700	G02213	177244036400
MAIN PASS 311 #B018 ST	MP311B1801	G02213	177244089201
MAIN PASS 312 #A021	MP312A2100	G16520	177244093200
MAIN PASS 312 #A022	MP312A2200	G16520	177244093400
MAIN PASS 314 #A023 (MP311A)	MP314A2300	G33693	177244096100
MAIN PASS 315 #JA003 ST	MP315JA302	G08467	177244064502
MAIN PASS 315 #JA004	MP315JA400	G08467	177244064700
MAIN PASS 315 #SS002	MP31500200	G08467	177244095500
MATAGORDA IS 519 #L001	MI519L1SL0	MF-79413	427033030000
MATAGORDA IS 519 #L002	MI519L2SL0	MF-79413	427033034000
MATAGORDA IS 519 #L003	MI519L3SL0	MF-79413	427033039500
MATAGORDA IS 519 #L004	MI519L4SL0	MF-79413	427033039700
MATAGORDA IS 622 #C001	MI622C01	G05000	427034013800
MATAGORDA IS 622 #C002 ST1	MI622C0201	G05000	427034018901
MATAGORDA IS 622 #C008	MI622C0800	G05000	427034052700
MATAGORDA IS 622 #D001	MI622D0100	G05000	427034048400
MATAGORDA IS 622 #D003	MI622D0300	G05000	427034053000
MATAGORDA IS 622 #D004	MI622D0400	G05000	427034054700
MATAGORDA IS 622 #G002	MI622G0200	G05000	427034053700
MATAGORDA IS 623 #B001	MI623B0100	G03088	427034010600
MATAGORDA IS 623 #B003 ST1	MI623B0301	G03088	427034014401

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
MATAGORDA IS 623 #B006	MI623B0600	G03088	427034018400
MATAGORDA IS 623 #B008	MI623B0800	G03088	427034051300
MATAGORDA IS 623 #C007	MI623C0700	G03088	427034052400
MATAGORDA IS 623 #F002	MI623F0200	G03088	427034051100
MATAGORDA IS 623 #F003	MI623F0300	G03088	427034053800
MATAGORDA IS 623 #H001 (#6)	MI623H0100	G03088	427034058100
MATAGORDA IS 623 #H002 (#7)	MI623H0200	G03088	427034058200
MATAGORDA IS 623(622) #C004	MI623C0400	G05000	427034021400
MATAGORDA IS 635 #F001	MI635F0100	G06043	427034048800
MISSISSIPPI CANYON 065 #B004	MC065B0400	G21742	608174106300
MISSISSIPPI CANYON 065 #B015	MC065B1500	G21742	608174111500
MISSISSIPPI CANYON 108 #A027	MC108A2703	G09777	608174045703
MISSISSIPPI CANYON 108 #A032	MC108A3203	G09777	608174088503
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
MISSISSIPPI CANYON 311 #A001ST	MC311A0102	G02968	608174006502
MISSISSIPPI CANYON 311 #A005	MC311A0500	G02968	608174011700
MISSISSIPPI CANYON 311 #A006ST	MC311A0601	G02968	608174010901
MISSISSIPPI CANYON 311 #A011ST	MC311A1101	G02968	608174014201
MISSISSIPPI CANYON 311 #A012	MC311A1200	G02968	608174015000
MISSISSIPPI CANYON 311 #A013	MC311A1300	G02968	608174015600
MISSISSIPPI CANYON 311 #A014	MC311A1400	G02968	608174016200
MISSISSIPPI CANYON 311 #A015ST	MC311A1501	G02968	608174017801
MISSISSIPPI CANYON 311 #A016	MC311A1600	G02968	608174016300
MISSISSIPPI CANYON 311 #A020ST	MC311A2001	G02968	608174033901
MISSISSIPPI CANYON 311 #A022ST	MC311A2201	G02968	608174034801
MISSISSIPPI CANYON 311 #A024ST	MC311A2401	G02968	608174035301
MOBILE 826 #001	MO826D0100	G26176	608154014900
NORTH PADRE IS 969 #A001	PN969A0100	G05953	427134003400
NORTH PADRE IS 969 #A004	PN969A0400	G05953	427134005600
NORTH PADRE IS 969 #A006	PN969A0600	G05953	427134005700

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Asset Name	FWE Acct. Code	Lease Number	API
NORTH PADRE IS 969 #A007	PN969A0700	G05953	427134005800
NORTH PADRE IS 969 #JA002	PN969JA020	G05953	427014003000
NORTH PADRE IS 976 #A002	PN976A0200	G05954	427134005000
NORTH PADRE IS 976 #A003	PN976A03	G05954	427134005101
NORTH PADRE IS 976 #A005	PN976A0500	G05954	427134005500
NORTH PADRE IS 976 #A008	PN976A0800	G05954	427134005900
NORTH PADRE IS 976 #A009	PN976A0900	G05954	427134006000
SHIP SHOAL 030 #011	SS03001100	00333	177114093000
SHIP SHOAL 030 #013	SS03001300	00333	177114109400
SHIP SHOAL 030 #014D	SS030014D0	00333	177114111900
SHIP SHOAL 030 #A001	SS030A0100	00333	177114113000
SHIP SHOAL 032 #024	SS03202401	00335	177114131701
SHIP SHOAL 033 #005	SS03300500	00336	177114030900
SHIP SHOAL 068 #002 ST1	SS06800201	G02917	177114096701
SHIP SHOAL 068 #003	SS06800301	G02925	177114101301
SHIP SHOAL 068 #004	SS06800402	G02917	177114101802
SHIP SHOAL 068 #005 ST1	SS06800501	G02917	177114101401
SHIP SHOAL 068 #009	SS06800900	G02917	177114126000
SHIP SHOAL 068 #010	SS06801000	G02917	177114135200
SHIP SHOAL 068 #G001 (ORR)	SS068G0100	G02917	177114119400
SHIP SHOAL 068 #G002	SS068G0200	G02917	177114121200
SHIP SHOAL 091 #A001	SS091A0100	G02919	177114044300
SHIP SHOAL 091 #A003	SS091A0300	G02919	177114056800
SHIP SHOAL 091 #A004 ST1	SS091A0401	G02919	177114062501
SHIP SHOAL 091 #A005 ST1	SS091A0501	G02919	177114058201
SHIP SHOAL 091 #A006 ST2	SS091A0602	G02919	177114059202
SHIP SHOAL 091 #B001 ST1	SS091B0101	G02919	177114066401
SHIP SHOAL 091 #B002 ST1	SS091B0201	G02919	177114065701
SHIP SHOAL 091 #B003	SS091B0300	G02919	177114068400
SHIP SHOAL 091 #B004 ST1	SS091B0401	G02919	177114072101
SHIP SHOAL 091 #B005	SS091B0500	G02919	177114110800
SHIP SHOAL 105 #007	SS10500700	G09614	177114130800
SHIP SHOAL 105 #A001 ST1	SS105A0101	G09614	177114124501

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 105 #B004	SS105B0400	G09614	177114122400
SHIP SHOAL 105 #B006	SS105B0600	G09614	177114130201
SHIP SHOAL 126 #B001	SS126B0100	G12940	177114121000
SHIP SHOAL 126 #B002	SS126B0200	G12940	177114134203
SHIP SHOAL 126 #B003 ST1	SS126B0301	G12940	177114135401
SHIP SHOAL 129 #A002 ST1	SS129A0201	G12941	177114117201
SHIP SHOAL 129 #A003	SS129A0300	G12941	177114120100
SHIP SHOAL 129 #B001 ST1	SS129B0101	G12941	177114135301
SHIP SHOAL 129 #B002 ST1	SS129B0201	G12941	177114145501
SHIP SHOAL 129 #L001	SS129L0100	G12941	177114150000
SHIP SHOAL 129 #L002	SS129L0200	G12941	177114150300
SHIP SHOAL 145 #E001	SS145E01	G34831	177114140501
SHIP SHOAL 151 #A001 (ORRI)	SS151A0100	G15282	177114125702
SHIP SHOAL 151 #A002 (ORRI)	SS151A0200	G15282	177114154300
SHIP SHOAL 159 #001	SS15900100	G11984	177114143701
SHIP SHOAL 169 #BB001	SS169BB010	00820	177114048100
SHIP SHOAL 169 #BB002	SS169BB020	00820	177114055501
SHIP SHOAL 169 #BB003	SS169BB030	00820	177114057800
SHIP SHOAL 169 #BB004	SS169BB040	00820	177114056500
SHIP SHOAL 169 #BB005	SS169BB050	00820	177114059600
SHIP SHOAL 169 #BB006	SS169BB060	00820	177114060101
SHIP SHOAL 169 #C001	SS169C0100	00820	177114075600
SHIP SHOAL 169 #C003	SS169C0300	00820	177114078500
SHIP SHOAL 169 #C004	SS169C0400	00820	177114077400
SHIP SHOAL 169 #C006	SS169C0600	00820	177114080201
SHIP SHOAL 169 #C007	SS169C0700	00820	177114080601
SHIP SHOAL 169 #C008	SS169C0800	00820	177114081300
SHIP SHOAL 169 #C009	SS169C0900	00820	177114144400
SHIP SHOAL 169 #C010	SS169C1000	00820	177114144800
SHIP SHOAL 169 #G001	SS169G0100	00820	177114127400
SHIP SHOAL 169 #G002	SS169G0200	00820	177114128500
SHIP SHOAL 169 #G003	SS169G0300	00820	177114156600
SHIP SHOAL 175 #A004	SS175A0400	G05550	177094078900

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 176 #001	SS17600100	G33646	177114155400
SHIP SHOAL 178 #A001	SS178A0100	G05551	177114076800
SHIP SHOAL 178 #A002A	SS178A0200	G05551	177114080800
SHIP SHOAL 178 #A003	SS178A0302	G05551	177114081902
SHIP SHOAL 178 #A004	SS178A0400	G05551	177114082900
SHIP SHOAL 178 #A005	SS178A0500	G05551	177114082300
SHIP SHOAL 178 #A006	SS178A0600	G05551	177114113900
SHIP SHOAL 182 #A001	SS182A0100	G03998	177114059400
SHIP SHOAL 182 #A002 ST1	SS182A0201	G03998	177114060601
SHIP SHOAL 182 #A003	SS182A0300	G03998	177114063100
SHIP SHOAL 182 #A004	SS182A0400	G03998	177114065500
SHIP SHOAL 182 #B001	SS182B0101	G03998	177114066001
SHIP SHOAL 182 #B002	SS182B0201	G03998	177114074501
SHIP SHOAL 182 #B003 ST2	SS182B0402	G03998	177114090502
SHIP SHOAL 182 #B004	SS182B0400	G03998	177114090800
SHIP SHOAL 182 #B005	SS182B0500	G03998	177114113600
SHIP SHOAL 182 #B006	SS182B0600	G03998	177114130500
SHIP SHOAL 182 #C001D ST1	SS182C01D0	G03998	177114087501
SHIP SHOAL 182 #C002	SS182C0200	G03998	177114088500
SHIP SHOAL 182 #C003	SS182C0300	G03998	177114087800
SHIP SHOAL 182 #C004	SS182C0400	G03998	177114132000
SHIP SHOAL 189 #A001A	SS189A01A0	G04232	177114062000
SHIP SHOAL 189 #A002	SS189A0201	G04232	177114085301
SHIP SHOAL 189 #A003A	SS189A03A0	G04232	177114085200
SHIP SHOAL 189 #A005	SS189A0500	G04232	177114088400
SHIP SHOAL 189 #A007 ST2	SS189A0702	G04232	177114129502
SHIP SHOAL 189 #A008	SS189A0800	G04232	177114130900
SHIP SHOAL 189 #A009 ST1	SS189A0901	G04232	177114139801
SHIP SHOAL 189 #A010BP1	SS189A1001	G04232	177114154701
SHIP SHOAL 189 #A4 (SS210)	SS189A04	G05204	177114086801
SHIP SHOAL 189 #A6 (SS188)	SS189A06	G05203	177114088900
SHIP SHOAL 189 #B001 (ORRI)	SS189B0100	G04232	177114151001
SHIP SHOAL 189 #B002 (ORRI)	SS189B0200	G04232	177114152300

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 189 #C001	SS189C0101	G04232	177114153901
SHIP SHOAL 189 #D001	SS189D0100	G04232	177114154402
SHIP SHOAL 190 #B001 ST2	SS190B0103	G10775	177114114803
SHIP SHOAL 190 #B002	SS190B0200	G10775	177114134700
SHIP SHOAL 193 #A001 ST1	SS193A0101	G13917	177114112301
SHIP SHOAL 193 #A002 ST1	SS193A0201	G13917	177114112601
SHIP SHOAL 193 #A003	SS193A0300	G13917	177114115300
SHIP SHOAL 193 #A004 ST1	SS193A0401	G13917	177114116001
SHIP SHOAL 193 #A005 ST1	SS193A0501	G13917	177114117301
SHIP SHOAL 193 #A006 ST5	SS193A0605	G13917	177114123005
SHIP SHOAL 193 #A007 ST1	SS193A0701	G13917	177114139501
SHIP SHOAL 193 #M001	SS193M0100	G13917	177114148500
SHIP SHOAL 194 #A001	SS194A0100	G15288	177114121300
SHIP SHOAL 194 #A002 ST1	SS194A0201	G15288	177114121701
SHIP SHOAL 198 #J011	SS198J1100	00593	177114147800
SHIP SHOAL 204 #A008	SS204A0800	G01520	177110083000
SHIP SHOAL 204 #A015 ST1	SS204A1501	G01520	177112003401
SHIP SHOAL 204 #A016	SS204A1601	G01520	177112005401
SHIP SHOAL 204 #A020	SS204A2000	G01520	177112012600
SHIP SHOAL 204 #A024 ST1	SS204A2401	G01520	177112017701
SHIP SHOAL 204 #A028 ST3	SS204A2803	G01520	177110071003
SHIP SHOAL 204 #A030A	SS204A30A1	G01520	177114002801
SHIP SHOAL 204 #A031	SS204A3101	G01520	177110084201
SHIP SHOAL 204 #A034	SS204A3400	G01520	177114146700
SHIP SHOAL 204 #A035	SS204A3502	G01520	177114147402
SHIP SHOAL 204 #A036 ST1	SS204A3603	G01520	177114146803
SHIP SHOAL 206 #E002	SS206E0201	G01522	177114118101
SHIP SHOAL 206 #E003	SS206E0301	G01522	177114118201
SHIP SHOAL 206 #E004	SS206E0400	G01522	177114141800
SHIP SHOAL 206 #E005	SS206E0500	G01522	177114142000
SHIP SHOAL 207 #A003 ST1	SS207A0301	G01523	177110072801
SHIP SHOAL 207 #A004B	SS207A04B0	G01523	177110075500
SHIP SHOAL 207 #A006D	SS207A06D0	G01523	177110078200

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 207 #A008B	SS207A08B0	G01523	177110080700
SHIP SHOAL 207 #A009	SS207A0900	G01523	177110082400
SHIP SHOAL 207 #A010D	SS207A10D0	G01523	177110083900
SHIP SHOAL 207 #A013	SS207A1300	G01523	177112002500
SHIP SHOAL 207 #A015 ST1	SS207A1501	G01523	177112010601
SHIP SHOAL 207 #A016 ST1	SS207A1601	G01523	177112011401
SHIP SHOAL 207 #A018	SS207A1800	G01523	177112005000
SHIP SHOAL 207 #A019ST	SS207A1901	G01523	177114009401
SHIP SHOAL 207 #A020	SS207A2000	G01523	177114010300
SHIP SHOAL 207 #A022 ST1	SS207A2201	G01523	177114011301
SHIP SHOAL 207 #A023B	SS207A23B0	G01523	177114013500
SHIP SHOAL 207 #A024	SS207A2400	G01523	177114014300
SHIP SHOAL 207 #A025	SS207A2500	G01523	177114015500
SHIP SHOAL 207 #A026	SS207A2601	G01523	177112001101
SHIP SHOAL 207 #A027	SS207A2701	G01523	177110079401
SHIP SHOAL 207 #A028	SS207A2801	G01523	177110077301
SHIP SHOAL 207 #A029 ST	SS207A2901	G01523	177112001901
SHIP SHOAL 207 #A030	SS207A3001	G01523	177110071501
SHIP SHOAL 207 #A031 ST2	SS207A3102	G01523	177114117702
SHIP SHOAL 207 #A032	SS207A3201	G01523	177114119701
SHIP SHOAL 207 #A033 ST1	SS207A3301	G01523	177114121901
SHIP SHOAL 207 #A034	SS207A3400	G01523	177114122200
SHIP SHOAL 207 #A035 ST1	SS207A3501	G01523	177114133301
SHIP SHOAL 207 #A036	SS207A3600	G01523	177114137700
SHIP SHOAL 207 #D002	SS207D0200	G01523	177114025400
SHIP SHOAL 207 #D007	SS207D0700	G01523	177114030300
SHIP SHOAL 207 #D008	SS207D0800	G01523	177114032300
SHIP SHOAL 207 #D009	SS207D0900	G01523	177114116400
SHIP SHOAL 207 #D010 ST1	SS207D1001	G01523	177114116501
SHIP SHOAL 216 #C004 ST1	SS216C0401	G01524	177112014901
SHIP SHOAL 216 #C005A	SS216C05A0	G01524	177112017400
SHIP SHOAL 216 #C007 ST1	SS216C0701	G01524	177114001201
SHIP SHOAL 216 #C009 ST1	SS216C0901	G01524	177114003801

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 216 #C010	SS216C1000	G01524	177114004900
SHIP SHOAL 216 #C012C	SS216C12C0	G01524	177114006700
SHIP SHOAL 216 #C013	SS216C1300	G01524	177114007700
SHIP SHOAL 216 #C015	SS216C1500	G01524	177114009000
SHIP SHOAL 216 #C016	SS216C1601	G01524	177114000101
SHIP SHOAL 216 #C017A	SS216C17A1	G01524	177114003001
SHIP SHOAL 216 #C019	SS216C1900	G01524	177114031900
SHIP SHOAL 216 #C023	SS216C2300	G01524	177114134600
SHIP SHOAL 216 #C024 ST2	SS216C2402	G01524	177114135102
SHIP SHOAL 243 #A001 (ORRI)	SS243A0100	G10780	177124051700
SHIP SHOAL 243 #A004 (ORRI)	SS243A0400	G10780	177124059402
SHIP SHOAL 243 #A006 (ORRI)	SS243A0600	G10780	177124064901
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800
SHIP SHOAL 259 #001	SS25900100	G05044	177124028500
SHIP SHOAL 259 #JA001 ST2	SS259JA102	G05044	177124035002
SHIP SHOAL 259 #JA002	SS259JA201	G05044	177124035301
SHIP SHOAL 259 #JA003 ST2	SS259JA302	G05044	177124035402
SHIP SHOAL 259 #JA004	SS259JA400	G05044	177124035600
SHIP SHOAL 259 #JA005 ST1	SS259JA501	G05044	177124035801
SHIP SHOAL 259 #JA006	SS259JA600	G05044	177124035900
SHIP SHOAL 259 #JA007	SS259JA700	G05044	177124064200
SHIP SHOAL 259 #JA008 ST2	SS259JA802	G05044	177124064402
SHIP SHOAL 259 #JA009	SS259JA900	G05044	177124064500
SHIP SHOAL 259 #JA010 ST1	SS259JA101	G05044	177124065501
SHIP SHOAL 274 #A001	SS274A0100	G01039	177120001500
SHIP SHOAL 274 #A002	SS274A0200	G01039	177120001600
SHIP SHOAL 274 #A003	SS274A0300	G01039	177120001700
SHIP SHOAL 274 #A004	SS274A0400	G01039	177120001800
SHIP SHOAL 274 #A006	SS274A0601	G01039	177120002001
SHIP SHOAL 274 #A008	SS274A0800	G01039	177120002200
SHIP SHOAL 274 #A010	SS274A1001	G01039	177120002401
SHIP SHOAL 274 #A012	SS274A1201	G01039	177120002601
SHIP SHOAL 274 #A013	SS274A1300	G01039	177120002700

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 274 #A014	SS274A1403	G01039	177120001903
SHIP SHOAL 274 #A016	SS274A1602	G01039	177120010202
SHIP SHOAL 274 #C001	SS274C0100	G01039	177124038900
SHIP SHOAL 274 #C002	SS274C0200	G01039	177124038800
SHIP SHOAL 274 #C003	SS274C0300	G01039	177124039000
SHIP SHOAL 274 #C004	SS274C0400	G01039	177124039100
SHIP SHOAL 274 #C005 WIW	SS274C0500	G01039	177124039200
SHIP SHOAL 274 #C006 WSW	SS274C0600	G01039	177124039300
SHIP SHOAL 274 #C007	SS274C0700	G01039	177124039900
SHIP SHOAL 274 #C008	SS274C0800	G01039	177124040300
SHIP SHOAL 274 #C009	SS274C0900	G01039	177124040200
SHIP SHOAL 274 #C010 WIW	SS274C1000	G01039	177124040000
SHIP SHOAL 274 #C011	SS274C1100	G01039	177124040100
SHIP SHOAL 274 #C012	SS274C1200	G01039	177124040700
SHIP SHOAL 274 #C013	SS274C1300	G01039	177124040800
SHIP SHOAL 274 #C014	SS274C1400	G01039	177124040900
SHIP SHOAL 274 #C015	SS274C1500	G01039	177124041400
SHIP SHOAL 274 #C016	SS274C1600	G01039	177124041300
SHIP SHOAL 274 #C017	SS274C1701	G01039	177124041501
SHIP SHOAL 274 #C018	SS274C1800	G01039	177124041800
SHIP SHOAL 274 #C019 WSW	SS274C1900	G01039	177124042000
SHIP SHOAL 274 #C020	SS274C2000	G01039	177124041900
SHIP SHOAL 274 #C021	SS274C2100	G01039	177124042600
SHIP SHOAL 274 #C022	SS274C2201	G01039	177124056102
SHIP SHOAL 274 #C023	SS274C2300	G01039	177124059600
SHIP SHOAL 274 #C024	SS274C2400	G01039	177124060100
SHIP SHOAL 276 #A6	-	G10785	177124042500
SHIP SHOAL 276 #A7	-	G10785	177124043000
SHIP SHOAL 314 #A002	SS314A0200	G26074	177124047202
SHIP SHOAL 314 #A004 (ORRI)	SS314A0400	G26074	177124047502
SHIP SHOAL 354 #A001 ST2	SS354A0102	G15312	177124055202
SHIP SHOAL 354 #A002 ST2	SS354A0202	G15312	177124056002
SHIP SHOAL 354 #A003 ST1	SS354A0301	G15312	177124057901

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Asset Name	FWE Acct. Code	Lease Number	API
SHIP SHOAL 354 #A004 ST1	SS354A0401	G15312	177124057701
SHIP SHOAL 354 #A005	SS354A0500	G15312	177124065600
SHIP SHOAL 354 #A006	SS354A0600	G15312	177124066000
SHIP SHOAL 354 #A007 ST1	SS354A0701	G15312	177124066101
SHIP SHOAL 354 #A008	SS354A0800	G15312	177124066200
SHIP SHOAL206#E001(SS207E1	SS207E0100	G01523	177114115500
SOUTH MARSH IS 010 #004	SM01000400	G01181	177074089700
SOUTH MARSH IS 010 #A002	SM010A0200	G01181	177070050200
SOUTH MARSH IS 010 #A003	SM010A0300	G01181	177074043200
SOUTH MARSH IS 010 #A004	SM010A0400	G01181	177070050600
SOUTH MARSH IS 010 #A007	SM010A0700	G01181	177070051300
SOUTH MARSH IS 010 #A008	SM010A0800	G01181	177070052100
SOUTH MARSH IS 010 #A009E	SM010A09E0	G01181	177072000000
SOUTH MARSH IS 010 #A011	SM010A1100	G01181	177072000500
SOUTH MARSH IS 010 #A012	SM010A1200	G01181	177072001100
SOUTH MARSH IS 010 #A013 ST1	SM010A1301	G01181	177072000401
SOUTH MARSH IS 010 #A017	SM010A1700	G01181	177074032300
SOUTH MARSH IS 010 #A019	SM010A1901	G01181	177074046301
SOUTH MARSH IS 010 #A021	SM010A2100	G01181	177074075200
SOUTH MARSH IS 011 #034	SM01103400	G01182	177072004300
SOUTH MARSH IS 011 #058 BP2	SM01105802	G01182	177074090702
SOUTH MARSH IS 018 #A001 ST1	SM018A0101	G08680	177074057701
SOUTH MARSH IS 018 #A002	SM018A0200	G08680	177074064900
SOUTH MARSH IS 018 #A003	SM018A0300	G08680	177074070300
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E005	SM048E005	00786	177072004800
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 066 #C001	SM066C0100	G01198	177070041200
SOUTH MARSH IS 066 #C002	SM066C0200	G01198	177070049000
SOUTH MARSH IS 066 #C003	SM066C0300	G01198	177074005800
SOUTH MARSH IS 066 #C004	SM066C0400	G01198	177070050000

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 066 #C005	SM066C0500	G01198	177070050700
SOUTH MARSH IS 066 #C006	SM066C0600	G01198	177072018700
SOUTH MARSH IS 066 #C007	SM066C0700	G01198	177070052800
SOUTH MARSH IS 066 #C009B	SM066C09B0	G01198	177072001200
SOUTH MARSH IS 066 #C010 ST2	SM066C1002	G01198	177072002502
SOUTH MARSH IS 066 #C011	SM066C1100	G01198	177074072900
SOUTH MARSH IS 066 #C012	SM066C1200	G01198	177074073500
SOUTH MARSH IS 066 #D001	SM066D0100	G01198	177074025400
SOUTH MARSH IS 066 #D003	SM066D0300	G01198	177074029000
SOUTH MARSH IS 066 #D004	SM066D0400	G01198	177074032000
SOUTH MARSH IS 066 #D005	SM066D0500	G01198	177074032600
SOUTH MARSH IS 066 #D006 ST	SM066D0601	G01198	177074031201
SOUTH MARSH IS 066 #D007 ST1BP	SM066D0701	G01198	177074027401
SOUTH MARSH IS 076 #F001 BP2	SM076F0102	G01208	177084095402
SOUTH MARSH IS 076 #F002	SM076F0200	G01208	177084095500
SOUTH MARSH IS 105 #A001	SM105A0100	G17938	177084089700
SOUTH MARSH IS 105 #A002 ST1	SM105A0201	G17938	177084089901
SOUTH MARSH IS 106 #A001N	SM106A01N0	G03776	177084038200
SOUTH MARSH IS 106 #A002 ST	SM106A02N1	G03776	177084038701
SOUTH MARSH IS 106 #A003N	SM106A03N0	G03776	177084039100
SOUTH MARSH IS 106 #A004	SM106A04N0	G03776	177084040600
SOUTH MARSH IS 106 #A005 ST2	SM106A05N2	G03776	177084047202
SOUTH MARSH IS 106 #A006 ST1	SM106A06N1	G03776	177084048401
SOUTH MARSH IS 106 #A007	SM106A07N0	G03776	177084048600
SOUTH MARSH IS 106 #A008	SM106A08N0	G03776	177084049100
SOUTH MARSH IS 106 #A009 ST1	SM106A09N1	G03776	177084049801
SOUTH MARSH IS 106 #A010	SM106A10N0	G03776	177084051300
SOUTH MARSH IS 106 #A011 ST2	SM106A11N2	G03776	177084052302
SOUTH MARSH IS 106 #A013	SM106A13N0	G03776	177084081200
SOUTH MARSH IS 106 #A014	SM106A14N0	G03776	177084082000
SOUTH MARSH IS 106 #A015	SM106A15N0	G03776	177084082600
SOUTH MARSH IS 106 #A016	SM106A16N0	G03776	177084082700
SOUTH MARSH IS 106 #A017	SM106A17N0	G03776	177084082800

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 106 #A020	SM106A20S0	G02279	177084082200
SOUTH MARSH IS 106#A012ST2	SM106A12S2	G02279	177084053602
SOUTH MARSH IS 108 #A018	SM108A1800	00792	177084094500
SOUTH MARSH IS 127 #B011	SM127B1100	G02883	177084015800
SOUTH MARSH IS 127 #B017	SM127B17S1	G02883	177084025801
SOUTH MARSH IS 127 #B022 ST1	SM127B2201	G02883	177084078501
SOUTH MARSH IS 128 #A002	SM128A0200	G02587	177084014300
SOUTH MARSH IS 128 #A003	SM128A0300	G02587	177084013400
SOUTH MARSH IS 128 #A004C ST1	SM128A04C1	G02587	177084014601
SOUTH MARSH IS 128 #A005	SM128A0500	G02587	177084015000
SOUTH MARSH IS 128 #A006 ST1	SM128A0601	G02587	177084016101
SOUTH MARSH IS 128 #A007	SM128A0700	G02587	177084015500
SOUTH MARSH IS 128 #A009	SM128A0900	G02587	177084019100
SOUTH MARSH IS 128 #A010	SM128A1002	G02587	177084019302
SOUTH MARSH IS 128 #A011 ST3	SM128A1103	G02587	177084017103
SOUTH MARSH IS 128 #A012	SM128A1200	G02587	177084023600
SOUTH MARSH IS 128 #A013 ST2	SM128A1302	G02587	177084024002
SOUTH MARSH IS 128 #A014	SM128A1400	G02587	177084026100
SOUTH MARSH IS 128 #A015 ST2	SM128A1502	G02587	177084012902
SOUTH MARSH IS 128 #A016 ST1	SM128A1601	G02587	177084033301
SOUTH MARSH IS 128 #A017 ST1	SM128A1702	G02587	177084028202
SOUTH MARSH IS 128 #A018	SM128A1800	G02587	177084030300
SOUTH MARSH IS 128 #A019	SM128A1900	G02587	177084035100
SOUTH MARSH IS 128 #A021	SM128A2100	G02587	177084035200
SOUTH MARSH IS 128 #A022 ST2	SM128A2202	G02587	177084034402
SOUTH MARSH IS 128 #A023 ST1	SM128A2301	G02587	177084037601
SOUTH MARSH IS 128 #A024	SM128A2400	G02587	177084039700
SOUTH MARSH IS 128 #A025	SM128A2500	G02587	177084040000
SOUTH MARSH IS 128 #A026	SM128A2600	G02587	177084039900
SOUTH MARSH IS 128 #B001A	SM128B01D0	G02587	177084011000
SOUTH MARSH IS 128 #B002 ST1	SM128B0201	G02587	177084014401
SOUTH MARSH IS 128 #B003 ST1	SM128B0301	G02587	177084011601
SOUTH MARSH IS 128 #B005D	SM128B05D0	G02587	177084012700

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #B006 ST2	SM128B0602	G02587	177084012202
SOUTH MARSH IS 128 #B007 ST2	SM128B0702	G02587	177084014502
SOUTH MARSH IS 128 #B008A	SM128B08A0	G02587	177084014700
SOUTH MARSH IS 128 #B009	SM128B0900	G02587	177084014900
SOUTH MARSH IS 128 #B010	SM128B1000	G02587	177084015600
SOUTH MARSH IS 128 #B012 ST1	SM128B1201	G02587	177084016401
SOUTH MARSH IS 128 #B013	SM128B1300	G02587	177084023500
SOUTH MARSH IS 128 #B015	SM128B1500	G02587	177084024700
SOUTH MARSH IS 128 #B016	SM128B1600	G02587	177084025300
SOUTH MARSH IS 128 #B018	SM128B1800	G02587	177084029200
SOUTH MARSH IS 128 #B019	SM128B1900	G02587	177084030600
SOUTH MARSH IS 128 #B020	SM128B2000	G02587	177084063300
SOUTH MARSH IS 128 #B021	SM128B2100	G02587	177084078200
SOUTH MARSH IS 128 #B024	SM128B2400	G02587	177084088600
SOUTH MARSH IS 128 #C001	SM128C0100	G02587	177084028600
SOUTH MARSH IS 128 #C002	SM128C0200	G02587	177084027300
SOUTH MARSH IS 128 #C003	SM128C0300	G02587	177084029600
SOUTH MARSH IS 128 #C004A	SM128C04A0	G02587	177084030000
SOUTH MARSH IS 128 #C005A	SM128C05A0	G02587	177084030700
SOUTH MARSH IS 128 #C006A	SM128C06A0	G02587	177084031300
SOUTH MARSH IS 128 #C007	SM128C0700	G02587	177084031700
SOUTH MARSH IS 128 #C008	SM128C0800	G02587	177084032000
SOUTH MARSH IS 128 #C009	SM128C0900	G02587	177084034900
SOUTH MARSH IS 128 #C010D	SM128C10D0	G02587	177084035000
SOUTH MARSH IS 128 #C011	SM128C1100	G02587	177084036400
SOUTH MARSH IS 128 #C012A	SM128C12A0	G02587	177084037300
SOUTH MARSH IS 128 #C013	SM128C1300	G02587	177084037700
SOUTH MARSH IS 128 #C014	SM128C1400	G02587	177084038900
SOUTH MARSH IS 128 #C015A	SM128C15A0	G02587	177084039300
SOUTH MARSH IS 128 #C016	SM128C1600	G02587	177084062000
SOUTH MARSH IS 128 #C017A	SM128C17A0	G02587	177084062600
SOUTH MARSH IS 128 #C018D	SM128C18D0	G02587	177084062900
SOUTH MARSH IS 128 #C019	SM128C1900	G02587	177084088000

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 128 #C020	SM128C2000	G02587	177084088100
SOUTH MARSH IS 128 #C021	SM128C2101	G02587	177084088201
SOUTH MARSH IS 132 #B002	SM132B0200	G02282	177084031800
SOUTH MARSH IS 132 #B003 ST1	SM132B0301	G02282	177084031601
SOUTH MARSH IS 132 #B004	SM132B0400	G02282	177084033000
SOUTH MARSH IS 132 #B005	SM132B0500	G02282	177084033500
SOUTH MARSH IS 132 #B006	SM132B0600	G02282	177084033900
SOUTH MARSH IS 132 #B007	SM132B0700	G02282	177084034100
SOUTH MARSH IS 132 #B008	SM132B0800	G02282	177084035500
SOUTH MARSH IS 132 #B009	SM132B0900	G02282	177084036200
SOUTH MARSH IS 132 #B010	SM132B1000	G02282	177084036500
SOUTH MARSH IS 132 #B011	SM132B1100	G02282	177084037800
SOUTH MARSH IS 135 #C003 BP1	SM135C0301	G19776	177084089401
SOUTH MARSH IS 136 #A004	SM136A0400	G02588	177084021900
SOUTH MARSH IS 136 #A008	SM136A08	G02588	177084032401
SOUTH MARSH IS 136 #A010	SM136A1000	G02588	177084035700
SOUTH MARSH IS 136 #A015	SM136A1500	G02588	177084071200
SOUTH MARSH IS 136 #C007	SM136C0700	G02588	177084091900
SOUTH MARSH IS 137 #A001	SM137A0100	G02589	177084007700
SOUTH MARSH IS 137 #A003	SM137A0300	G02589	177084020400
SOUTH MARSH IS 137 #A005	SM137A0500	G02589	177084024100
SOUTH MARSH IS 137 #A009	SM137A0900	G02589	177084034600
SOUTH MARSH IS 137 #A011 ST1	SM137A1101	G02589	177084030201
SOUTH MARSH IS 137 #A012	SM137A1200	G02589	177084040400
SOUTH MARSH IS 137 #A013	SM137A1300	G02589	177084042900
SOUTH MARSH IS 137 #A014	SM137A1400	G02589	177084045000
SOUTH MARSH IS 137 #A018	SM137A1800	G02589	177084072800
SOUTH MARSH IS 141 #B014C	SM141B14C1	G02885	177084025701
SOUTH MARSH IS 141 #B023A	SM141B23A0	G02885	177084079100
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH MARSH IS 150 #C006 BP2	SM150C0600	G16325	177084091802
SOUTH MARSH IS 150 #D002	SM150D0200	G16325	177084095700
SOUTH MARSH IS 150 #D003	SM150D0301	G16325	177084096401
SOUTH MARSH IS 161 #A014 ORRI	SM161A1400	G04809	177084061401
SOUTH MARSH IS 161 #A015 ORRI	SM161A1500	G04809	177084090501
SOUTH MARSH IS 236 #139 (ORRI)	SM23613900	00310	177074053802
SOUTH MARSH IS 236 #144 ORRI	SM23614400	00310	177074058600
SOUTH MARSH IS 236 #160 (ORRI)	SM23616000	00310	177074058700
SOUTH MARSH IS 236 #A001 ORRI	SM236A0100	00310	177074037700
SOUTH MARSH IS 236 #A003 ORRI	SM236A0300	00310	177074040800
SOUTH MARSH IS 236 #A005 ORRI	SM236A0500	00310	177074041100
SOUTH MARSH IS 236 #A009 ORRI	SM236A0900	00310	177074044000
SOUTH MARSH IS 240 #0200	SM24020000	00310	177074078800
SOUTH MARSH IS 240 #153	SM240153	00310	177074061100
SOUTH MARSH IS 240 #156	SM24015600	00310	177074061800
SOUTH MARSH IS 240 #191	SM24019101	00310	177074073600
SOUTH MARSH IS 240 #196	SM24019600	00310	177074075800
SOUTH MARSH IS 240 #E001	SM240E0100	00310	177074060900
SOUTH MARSH IS 240 #E002	SM240E0200	00310	177074065600
SOUTH MARSH IS 241 #302	SM241302	00310	177074042001
SOUTH MARSH IS 268 #A002C	SM268A02C0	G02310	177074007600
SOUTH MARSH IS 268 #A007A	SM268A07A0	G02310	177074013600
SOUTH MARSH IS 268 #A017B	SM268A17B0	G02310	177074016800
SOUTH MARSH IS 268 #D001	SM268D0100	G02310	177074020600
SOUTH MARSH IS 268 #D003D	SM268D03D0	G02310	177074021600
SOUTH MARSH IS 268 #D004	SM268D0400	G02310	177074022500
SOUTH MARSH IS 268 #D006	SM268D0600	G02310	177074024700
SOUTH MARSH IS 268 #D007	SM268D0700	G02310	177074025700
SOUTH MARSH IS 268 #D012	SM268D1200	G02310	177074028700
SOUTH MARSH IS 268 #D016D	SM268D16D1	G02310	177074029901
SOUTH MARSH IS 269 #A021B	SM269A21B0	G02311	177074018100
SOUTH MARSH IS 269 #B002	SM269B0200	G02311	177074008100

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 269 #B017 ST1	SM269B1701	G02311	177074075701
SOUTH MARSH IS 269 #B019 BP1	SM269B1901	G02311	177074088501
SOUTH MARSH IS 269 #F001 ST1	SM269F0101	G02311	177074080401
SOUTH MARSH IS 280 #G001	SM280G0100	G14456	177074071400
SOUTH MARSH IS 280 #G002	SM280G0200	G14456	177074080700
SOUTH MARSH IS 280 #H001 ST1	SM280H0102	G14456	177074081802
SOUTH MARSH IS 280 #H002 STB	SM280H0203	G14456	177074082303
SOUTH MARSH IS 281 #C001	SM281C0100	G02600	177074012500
SOUTH MARSH IS 281 #C003A	SM281C03A0	G02600	177074013900
SOUTH MARSH IS 281 #C005A	SM281C05A0	G02600	177074015300
SOUTH MARSH IS 281 #C006	SM281C0600	G02600	177074015800
SOUTH MARSH IS 281 #C008 ST1	SM281C0801	G02600	177074017701
SOUTH MARSH IS 281 #C010 ST	SM281C1001	G02600	177074020701
SOUTH MARSH IS 281 #C011 ST1	SM281C1101	G02600	177074022401
SOUTH MARSH IS 281 #C012A	SM281C12A0	G02600	177074024100
SOUTH MARSH IS 281 #C014 ST	SM281C1401	G02600	177074026901
SOUTH MARSH IS 281 #C015	SM281C1500	G02600	177074028300
SOUTH MARSH IS 281 #C016C	SM281C16C0	G02600	177074029600
SOUTH MARSH IS 281 #C017	SM281C1700	G02600	177074030500
SOUTH MARSH IS 281 #C019B	SM281C19B0	G02600	177074034400
SOUTH MARSH IS 281 #C020 ST1	SM281C2001	G02600	177074034901
SOUTH MARSH IS 281 #C021B	SM281C21B0	G02600	177074035500
SOUTH MARSH IS 281 #C023 ST2	SM281C2302	G02600	177074036802
SOUTH MARSH IS 281 #C024	SM281C2400	G02600	177074037300
SOUTH MARSH IS 281 #C025	SM281C2500	G02600	177074083500
SOUTH MARSH IS 281 #C026	SM281C2600	G02600	177074083700
SOUTH MARSH IS 281 #C027	SM281C2700	G02600	177074085200
SOUTH MARSH IS 281 #C028 BP2	SM281C2802	G02600	177074089402
SOUTH MARSH IS 281 #D002	SM281D0200	G02600	177074021100
SOUTH MARSH IS 281 #D009	SM281D0900	G02600	177074027100
SOUTH MARSH IS 281 #D010A	SM281D10A0	G02600	177074027500
SOUTH MARSH IS 281 #D011	SM281D1100	G02600	177074028000
SOUTH MARSH IS 281 #D013	SM281D1300	G02600	177074029100

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH MARSH IS 281 #D014A	SM281D14A0	G02600	177074029700
SOUTH MARSH IS 281 #D05A	SM281D05A0	G02600	177074023200
SOUTH MARSH IS 281 #D08A	SM281D08A0	G02600	177074026600
SOUTH MARSH IS 281 #E001D	SM281E01D0	G02600	177074018500
SOUTH MARSH IS 281 #E002A	SM281E02A0	G02600	177074024600
SOUTH MARSH IS 281 #E003	SM281E0300	G02600	177074027800
SOUTH MARSH IS 281 #E004	SM281E0400	G02600	177074028500
SOUTH MARSH IS 281 #E005A	SM281E05A0	G02600	177074029300
SOUTH MARSH IS 281 #E006	SM281E0601	G02600	177074030101
SOUTH MARSH IS 281 #E007	SM281E0700	G02600	177074031600
SOUTH MARSH IS 281 #E008A	SM281E08A1	G02600	177074033101
SOUTH MARSH IS 281 #E009A	SM281E09A0	G02600	177074033800
SOUTH MARSH IS 281 #E010A	SM281E10A0	G02600	177074034800
SOUTH MARSH IS 281 #E011 ST	SM281E1101	G02600	177074035601
SOUTH MARSH IS 281 #E012	SM281E1200	G02600	177074036000
SOUTH MARSH IS 281 #E013	SM281E1300	G02600	177074036600
SOUTH MARSH IS 281 #E014	SM281E1400	G02600	177074038600
SOUTH MARSH IS 281 #I001	SM281I0101	G02600	177074082601
SOUTH MARSH IS 281 #I002 ST1	SM281I0201	G02600	177074082701
SOUTH MARSH IS 281 #I003	SM281I0300	G02600	177074082800
SOUTH MARSH IS 48 # E 6	SM048E06	00786	177074066702
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D034 ST1	SP061D3401	G01609	177234009001
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D038	SP061D38	G01609	177234009702
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602
SOUTH PASS 062 #C001	SP062C0101	G01294	177230007901
SOUTH PASS 062 #C004	SP062C0401	G01294	177232000101
SOUTH PASS 062 #C005	SP062C0500	G01294	177230008600
SOUTH PASS 062 #C006	SP062C0601	G01294	177232000301
SOUTH PASS 062 #C007 ST3	SP062C0703	G01294	177234000803
SOUTH PASS 062 #C009	SP062C0900	G01294	177232000800
SOUTH PASS 062 #C011 ST1	SP062C1101	G01294	177232001501
SOUTH PASS 062 #C013B	SP062C13B0	G01294	177232002100
SOUTH PASS 062 #C016	SP062C1600	G01294	177232003000
SOUTH PASS 062 #C017	SP062C1702	G01294	177232003102
SOUTH PASS 062 #C018	SP062C1800	G01294	177232003200
SOUTH PASS 062 #C021	SP062C2105	G01294	177230008005
SOUTH PASS 062 #D001	SP062D0100	G01294	177234012300
SOUTH PASS 062 #D002	SP062D0200	G01294	177234011900
SOUTH PASS 062 #D003	SP062D0300	G01294	177234012000
SOUTH PASS 062 #D004	SP062D0401	G01294	177234012901
SOUTH PASS 062 #D005	SP062D0500	G01294	177234012100
SOUTH PASS 062 #D007	SP062D0700	G01294	177234012200
SOUTH PASS 062 #D008	SP062D0800	G01294	177234012500
SOUTH PASS 062 #D009	SP062D0900	G01294	177234013000
SOUTH PASS 062 #D010 ST1	SP062D1001	G01294	177234012801
SOUTH PASS 062 #D012	SP062D1200	G01294	177234013200
SOUTH PASS 062 #D014	SP062D1400	G01294	177234014100
SOUTH PASS 062 #D019	SP062D1900	G01294	177234012400
SOUTH PASS 062 #D020 ST1	SP062D2001	G01294	177234014001
SOUTH PASS 062 #D021	SP062D2100	G01294	177234013700
SOUTH PASS 062 #D022	SP062D2201	G01294	177234013801
SOUTH PASS 062 #D023	SP062D2300	G01294	177234014300
SOUTH PASS 062 #D027	SP062D2700	G01294	177234014500
SOUTH PASS 062 #D028	SP062D2800	G01294	177234014601
SOUTH PASS 062 #D029	SP062D2900	G01294	177234014900
SOUTH PASS 062 #D030	SP062D3000	G01294	177234014700

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 062 #D031	SP062D3100	G01294	177234014800
SOUTH PASS 062 #D032	SP062D3201	G01294	177234015001
SOUTH PASS 062 #D033	SP062D3300	G01294	177234016300
SOUTH PASS 062 #D034A	SP062D34A0	G01294	177234016600
SOUTH PASS 062 #D035	SP062D3500	G01294	177234016900
SOUTH PASS 062 #D036	SP062D3600	G01294	177234016400
SOUTH PASS 064 #A003A	SP064A0300	G01901	177232001700
SOUTH PASS 064 #A013 ST1	SP064A1300	G01901	177232004800
SOUTH PASS 064 #B014 ST	SP064B1401	G01901	177254002601
SOUTH PASS 064 #B021	SP064B2100	G01901	177254003300
SOUTH PASS 064 #B023	SP064B2300	G01901	177254003600
SOUTH PASS 064 #B034	SP064B3400	G01901	177254005100
SOUTH PASS 064 #C001	SP064C0100	G01901	177254039900
SOUTH PASS 065 #A001	SP065A0101	G01610	177232001001
SOUTH PASS 065 #A009	SP065A0900	G01610	177232004400
SOUTH PASS 065 #A012	SP065A1200	G01610	177232004700
SOUTH PASS 065 #A016A	SP065A1600	G01610	177232005100
SOUTH PASS 065 #A018	SP065A1800	G01610	177232005600
SOUTH PASS 065 #A024	SP065A2400	G01610	177232006700
SOUTH PASS 065 #A027	SP065A2700	G01610	177232007100
SOUTH PASS 065 #A028	SP065A2800	G01610	177232007200
SOUTH PASS 065 #A029	SP065A2900	G01610	177232007400
SOUTH PASS 065 #A030 ST	SP065A3001	G01610	177232007501
SOUTH PASS 065 #A034	SP065A3400	G01610	177232007900
SOUTH PASS 065 #A036 ST	SP065A3602	G01610	177232007802
SOUTH PASS 065 #B011	SP065B1100	G01610	177254001900
SOUTH PASS 065 #B019	SP065B1900	G01610	177254003000
SOUTH PASS 065 #B033 ST2	SP065B3302	G01610	177254005002
SOUTH PASS 065 #C003	SP065C0300	G01610	177254040900
SOUTH PASS 065 #C010	SP065C1000	G01610	177254042800
SOUTH PASS 065 #C022	SP065C2200	G01610	177254045800
SOUTH PASS 065 #C023	SP065C2300	G01610	177254046700
SOUTH PASS 070 #C001	SP070C0100	G01614	177234001200

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 070 #C002	SP070C0200	G01614	177234001400
SOUTH PASS 070 #C003	SP070C0300	G01614	177234001500
SOUTH PASS 070 #C004	SP070C0400	G01614	177234001600
SOUTH PASS 070 #C006	SP070C0600	G01614	177234001800
SOUTH PASS 070 #C009	SP070C0900	G01614	177234002000
SOUTH PASS 070 #C010	SP070C1000	G01614	177234002200
SOUTH PASS 070 #C011	SP070C1100	G01614	177234002300
SOUTH PASS 070 #C014	SP070C1400	G01614	177234002500
SOUTH PASS 070 #C015	SP070C1500	G01614	177234002600
SOUTH PASS 070 #C017	SP070C1700	G01614	177234002800
SOUTH PASS 070 #C018	SP070C1800	G01614	177234002900
SOUTH PASS 070 #C019	SP070C1900	G01614	177234003000
SOUTH PASS 070 #C021	SP070C2100	G01614	177234003200
SOUTH PASS 070 #C022	SP070C2200	G01614	177234003300
SOUTH PASS 070 #C024	SP070C2400	G01614	177234003500
SOUTH PASS 070 #C025	SP070C2500	G01614	177234003700
SOUTH PASS 070 #C026	SP070C2600	G01614	177234003800
SOUTH PASS 070 #C028	SP070C2800	G01614	177234004000
SOUTH PASS 070 #C029 ST2	SP070C2902	G01614	177234004402
SOUTH PASS 070 #C031	SP070C3100	G01614	177234004500
SOUTH PASS 070 #C032	SP070C3200	G01614	177234004600
SOUTH PASS 070 #C034	SP070C3400	G01614	177234004700
SOUTH PASS 070 #C038	SP070C3800	G01614	177234005100
SOUTH PASS 070 #C039 ST1	SP070C3901	G01614	177234004901
SOUTH PASS 070 #C041	SP070C4100	G01614	177234005400
SOUTH PASS 070 #C042	SP070C4200	G01614	177234005500
SOUTH PASS 070 #C045	SP070C4500	G01614	177234005700
SOUTH PASS 070 #C046 ST3	SP070C4603	G01614	177234005003
SOUTH PASS 070 #C047	SP070C4700	G01614	177234005800
SOUTH PASS 070 #C048	SP070C4800	G01614	177234005900
SOUTH PASS 070 #D001	SP070D0100	G01614	177234006000
SOUTH PASS 070 #D002	SP070D0200	G01614	177234006100
SOUTH PASS 070 #D003	SP070D0300	G01614	177234006200

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 070 #D005	SP070D0500	G01614	177234006400
SOUTH PASS 070 #D006 ST1	SP070D0600	G01614	177234006501
SOUTH PASS 070 #D007	SP070D0700	G01614	177234006600
SOUTH PASS 070 #D008	SP070D0800	G01614	177234006700
SOUTH PASS 070 #D012	SP070D1200	G01614	177234007100
SOUTH PASS 070 #D013	SP070D130	G01614	177234007200
SOUTH PASS 070 #D014	SP070D1400	G01614	177234007300
SOUTH PASS 070 #D015 ST1	SP070D1501	G01614	177234007401
SOUTH PASS 070 #D016	SP070D1600	G01614	177234007500
SOUTH PASS 070 #D018	SP070D1800	G01614	177234007600
SOUTH PASS 070 #D020	SP070D2000	G01614	177234007800
SOUTH PASS 070 #D021	SP070D2100	G01614	177234007900
SOUTH PASS 070 #D027	SP070D2700	G01614	177234008500
SOUTH PASS 070 #D028	SP070D2800	G01614	177234008600
SOUTH PASS 070 #D030	SP070D3000	G01614	177234008800
SOUTH PASS 070 #D037	SP070D3700	G01614	177234009300
SOUTH PASS 070 #D042 ST1	SP070D4201	G01614	177234009901
SOUTH PASS 070 #D044 ST1	SP070D4401	G01614	177234016201
SOUTH PASS 087 #006	SP08700602	G07799	177224023102
SOUTH PASS 087 #D002 ST	SP087D0201	G07799	177224021001
SOUTH PASS 087 #D003	SP087D0202	G07799	177224021202
SOUTH PASS 087 #D008	SP087D0800	G07799	177224020803
SOUTH PASS 087 #D009	SP087D0900	G07799	177224022600
SOUTH PASS 087 #D011	SP087D1101	G07799	177224022801
SOUTH PASS 087 #D07A	SP087D0700	G07799	177224020900
SOUTH PASS 088 #D005 ST	SP088D0501	G10894	177224021901
SOUTH PASS 088 #D006	SP088D0601	G10894	177224022201
SOUTH PASS 088 #D010	SP088D1001	G10894	177224022701
SOUTH PASS 089 #013	SP08901300	G01618	177224015100
SOUTH PASS 089 #014	SP08901400	G01618	177224017500
SOUTH PASS 089 #B001A	SP089B01A0	G01618	177224005300
SOUTH PASS 089 #B002A	SP089B02A0	G01618	177224005700
SOUTH PASS 089 #B003	SP089B0300	G01618	177224006400

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PASS 089 #B004A	SP089B04A0	G01618	177224006800
SOUTH PASS 089 #B005	SP089B0500	G01618	177224008400
SOUTH PASS 089 #B006D	SP089B06D0	G01618	177224009500
SOUTH PASS 089 #B007	SP089B0700	G01618	177224008501
SOUTH PASS 089 #B008 ST1	SP089B0801	G01618	177224009901
SOUTH PASS 089 #B009 ST1	SP089B0901	G01618	177224008601
SOUTH PASS 089 #B010	SP089B1000	G01618	177224010900
SOUTH PASS 089 #B011 ST	SP089B1101	G01618	177224010403
SOUTH PASS 089 #B012	SP089B1200	G01618	177224011200
SOUTH PASS 089 #B013	SP089B1300	G01618	177224011704
SOUTH PASS 089 #B014	SP089B1400	G01618	177224011601
SOUTH PASS 089 #B015 ST3	SP089B1503	G01618	177224012703
SOUTH PASS 089 #B016 ST2	SP089B1602	G01618	177224014702
SOUTH PASS 089 #B017 ST	SP089B1701	G01618	177224015901
SOUTH PASS 089 #B018 ST2	SP089B1802	G01618	177224017602
SOUTH PASS 089 #B019 ST	SP089B1901	G01618	177224017901
SOUTH PASS 089 #B020 ST3	SP089B2003	G01618	177224016203
SOUTH PASS 089 #B022	SP089B2200	G01618	177224017800
SOUTH PELTO 001 #A002 ST1	PL001A0201	G04234	177134009201
SOUTH PELTO 001 #A004	PL001A0400	G04234	177134015600
SOUTH PELTO 001 #A005	PL001A0500	G04234	177134009800
SOUTH PELTO 001 #A006	PL001A0600	G04234	177134016100
SOUTH PELTO 009 #001	PL00900100	G02924	177134001300
SOUTH PELTO 009 #002	PL00900200	G02924	177134002300
SOUTH PELTO 009 #005	PL00900500	G02924	177134018700
SOUTH PELTO 009 #006	PL00900600	G02924	177134006100
SOUTH PELTO 009 #007	PL00900700	G02924	177134007800
SOUTH PELTO 009 #010	PL00901000	G02924	177134025300
SOUTH PELTO 010 #002	PL01000200	G02925	177134001000
SOUTH PELTO 010 #003	PL01000300	G02925	177134001400
SOUTH PELTO 010 #004	PL01000400	G02925	177134001600
SOUTH PELTO 010 #005	PL01000500	G02917	177114098000
SOUTH PELTO 010 #006 ST1	PL01000601	G02925	177134002101

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH PELTO 010 #007	PL01000700	G02925	177134002200
SOUTH PELTO 010 #009 ST3	PL01000903	G02925	177134003303
SOUTH PELTO 010 #010	PL01001000	G02925	177134007200
SOUTH PELTO 010 #011 ST2	PL01001102	G02925	177134005102
SOUTH PELTO 010 #012 ST5	PL01001205	G02925	177134006705
SOUTH PELTO 010 #013 ST1	PL01001301	G02925	177134007402
SOUTH PELTO 010 #014	PL01001400	G02925	177134009400
SOUTH PELTO 010 #016 ST2	PL01001602	G02925	177134011802
SOUTH PELTO 010 #017 ST1	PL01001701	G02925	177134012301
SOUTH PELTO 010 #019 ST1	PL01001901	G02925	177134010601
SOUTH PELTO 010 #020	PL01002000	G02925	177134015800
SOUTH PELTO 010 #022 ST1	PL01002201	G02925	177134018201
SOUTH PELTO 010 #023 ST1	PL01002301	G02925	177134016601
SOUTH PELTO 010 #026	PL01002600	G02925	177134018000
SOUTH PELTO 010 #B025	PL010B2501	G02925	177134018301
SOUTH PELTO 011 #017	PL01101700	00071	177134003102
SOUTH PELTO 011 #019 ST1	PL01101901	00071	177134004501
SOUTH PELTO 011 #022	PL01102200	00071	177134012000
SOUTH PELTO 011 #025	PL01102500	00071	177134018900
SOUTH PELTO 011 #031	PL01103100	00071	177134022701
SOUTH PELTO 011 #032	PL01103200	00071	177134022600
SOUTH PELTO 011 #F001	PL011F0100	00071	177130000300
SOUTH PELTO 011 #F002	PL011F0200	00071	177134000500
SOUTH PELTO 011 #F003 ST	PL011F0300	00071	177134001700
SOUTH PELTO 013 #009	PL01300900	G03171	177134019701
SOUTH PELTO 025 #005 (ORRI)	PL02500502	G14535	177134024303
SOUTH PELTO 025 #006 (ORRI)	PL02500600	G14535	177134025003
SOUTH PELTO 025 #JA001	PL025JA01	G14535	177134019800
SOUTH PELTO 025 #JB001 (ORRI)	PL025JB012	G14535	177134020302
SOUTH TIMBALIER 049 #A001 ST2	ST049A0102	G24956	177154123902
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
SOUTH TIMBALIER 148 #A001	ST148A0100	G01960	177154009400
SOUTH TIMBALIER 148 #A002	ST148A0200	G01960	177154013200
SOUTH TIMBALIER 148 #A003	ST148A0300	G01960	177154015800
SOUTH TIMBALIER 148 #A004	ST148A04	G01960	177154039700
SOUTH TIMBALIER 148 #A005	ST148A05	G01960	177154041100
SOUTH TIMBALIER 148 #A006	ST148A0600	G01960	177154074603
SOUTH TIMBALIER 148 #A007	ST148A0700	G01960	1771540890
SOUTH TIMBALIER 148 #A008	ST148A0801	G01960	177154090501
SOUTH TIMBALIER 148 #A009	ST148A0903	G01960	177154095103
SOUTH TIMBALIER 205 #B001 ST1	ST205B0101	G05612	177154059001

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601
SOUTH TIMBALIER 205 #B005A	ST205B05A0	G05612	177154103300
SOUTH TIMBALIER 205 #G001 ST1	ST205G0101	G05612	177154106701
SOUTH TIMBALIER 205 #G003 ST1	ST205G0301	G05612	177154115301
SOUTH TIMBALIER 206 #A001 ST1	ST206A0101	G05613	177154057801
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000
SOUTH TIMBALIER 276 #A010 ST1	ST276A1001	G07780	177164013301
SOUTH TIMBALIER 276 #A019	ST276A1900	G07780	177164014500
SOUTH TIMBALIER 276 #A029	ST276A2900	G07780	177164022300
SOUTH TIMBALIER 290 #A025	-	G16454	608104014901
SOUTH TIMBALIER 291 #A023	ST291A2300	G16455	608104014700
SOUTH TIMBALIER 295 #A001	ST295A0102	G05646	177164010302
SOUTH TIMBALIER 295 #A002	ST295A0200	G05646	177164005500
SOUTH TIMBALIER 295 #A003	ST295A0300	G05646	177164010400
SOUTH TIMBALIER 295 #A004	ST295A0400	G05646	177164011300
SOUTH TIMBALIER 295 #A005	ST295A0500	G05646	177164011600
SOUTH TIMBALIER 295 #A006	ST295A0600	G05646	177164011800
SOUTH TIMBALIER 295 #A007	ST295A0700	G05646	177164012000
SOUTH TIMBALIER 295 #A008	ST295A0800	G05646	177164012200
SOUTH TIMBALIER 295 #A009	ST295A0900	G05646	177164012300
SOUTH TIMBALIER 295 #A011	ST295A1100	G05646	177164012700
SOUTH TIMBALIER 295 #A012	ST295A1200	G05646	177164012400
SOUTH TIMBALIER 295 #A013 ST1	ST295A1301	G05646	177164012901

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Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 295 #A014	ST295A1400	G05646	177164013400
SOUTH TIMBALIER 295 #A015	ST295A1500	G05646	177164013700
SOUTH TIMBALIER 295 #A016 ST1	ST295A1601	G05646	177164013901
SOUTH TIMBALIER 295 #A017	ST295A1700	G05646	177164014000
SOUTH TIMBALIER 295 #A018	ST295A1800	G05646	177164014400
SOUTH TIMBALIER 295 #A020	ST295A2000	G05646	177164014700
SOUTH TIMBALIER 295 #A021 ST2	ST295A2102	G05646	177164014902
SOUTH TIMBALIER 295 #A022 ST3	ST295A2203	G05646	177164017703
SOUTH TIMBALIER 295 #A023	ST295A2300	G05646	177164018000
SOUTH TIMBALIER 295 #A024	ST295A2400	G05646	177164018300
SOUTH TIMBALIER 295 #A025D	ST295A25D0	G05646	177164018100
SOUTH TIMBALIER 295 #A026	ST295A2600	G05646	177164018400
SOUTH TIMBALIER 295 #A027	ST295A2700	G05646	177164018500
SOUTH TIMBALIER 295 #A030	ST295A3000	G05646	177164022600
SOUTH TIMBALIER 295 #A031	ST295A3100	G05646	177164026100
SOUTH TIMBALIER 295 #A032	ST295A3200	G05646	177164027800
SOUTH TIMBALIER 295 #B001	ST295B0100	G05646	177164028900
SOUTH TIMBALIER 295 #B002 ST1	ST295B0201	G05646	177164029301
SOUTH TIMBALIER 295 #B003	ST295B0302	G05646	177164029202
SOUTH TIMBALIER 295 #B004 ST1	ST295B0401	G05646	177164029101
SOUTH TIMBALIER 295 #B005	ST295B0500	G05646	177164030000
SOUTH TIMBALIER 295 #B006 ST3	ST295B0603	G05646	177164030403
SOUTH TIMBALIER 296 #001	ST29600100	G12981	177164020900
SOUTH TIMBALIER 296 #A028	ST296A2800	G12981	177164021700
SOUTH TIMBALIER 311 # A 1	ST311A01	G31418	177164035500
SOUTH TIMBALIER 311 # A-4	ST311A04	G31418	177164036400
SOUTH TIMBALIER 316 #A001	ST316A0100	G22762	177164028600
SOUTH TIMBALIER 316 #A002	ST316A0200	G22762	177164028800
SOUTH TIMBALIER 316 #A006	ST316A0602	G22762	177164035302
SOUTH TIMBALIER 320 #A002	ST320A02	G24990	177164036200
SOUTH TIMBALIER 320 #A003	ST320A03	G24990	177164036300
SOUTH TIMBALIER 320 #A005 ST	ST320A05	G24990	608104010401
tEAST CAMERON 278 #C010	EC278C1001	G00974	177044110001

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Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 261 #A001	VR261A0100	G03328	177064029000
VERMILION 261 #A002	VR261A0200	G03328	177064033000
VERMILION 261 #A004	VR261A0402	G03328	177064032902
VERMILION 261 #A005	VR261A0500	G03328	177064034600
VERMILION 261 #A007	VR261A0700	G03328	177064035400
VERMILION 261 #A008	VR261A0800	G03328	177064084900
VERMILION 262 #A006	VR262A06	G34257	177064035201
VERMILION 265 #A001 ST	VR265A0101	G01955	177064003101
VERMILION 265 #A002 ST1	VR265A0201	G01955	177064004701
VERMILION 265 #A003 ST1	VR265A0301	G01955	177064003201
VERMILION 265 #A006	VR265A0600	G01955	177064005300
VERMILION 265 #A007 ST1	VR265A0701	G01955	177064005501
VERMILION 265 #A010	VR265A1000	G01955	177064006200
VERMILION 265 #A014ST1	VR265A1401	G01955	177064029101
VERMILION 265 #A016ST1	VR265A1601	G01955	177064029301
VERMILION 265 #A017ST1	VR265A1701	G01955	177064033201
VERMILION 265 #A021	VR265A2100	G01955	177064057100
VERMILION 265 #A025	VR265A2500	G01955	177064057400
VERMILION 265 #A027ST1	VR265A2701	G01955	177064058101
VERMILION 271 #I003	VR271I0300	G04800	177064098100
VERMILION 326 #A001	VR326A0100	G21096	177064085000
VERMILION 369 #A014	VR369A1400	G02274	177064073400
VERMILION 369 #D001	VR369D01	G02274	177064087000
VERMILION 380 #009	VR38000900	G02580	177064080100
VERMILION 380 #A001 ST1	VR380A0101	G02580	177064044301
VERMILION 380 #A003 ST1	VR380A0301	G02580	177064044901
VERMILION 380 #A005	VR380A0500	G02580	177064046300
VERMILION 380 #A006 ST2	VR380A0602	G02580	177064046402
VERMILION 380 #A008 ST1	VR380A0801	G02580	177064046901
VERMILION 380 #A010	VR380A1000	G02580	177064047600
VERMILION 380 #A011	VR380A1100	G02580	177064048000
VERMILION 380 #A012	VR380A1200	G02580	177064048700
VERMILION 380 #A015 ST4	VR380A1504	G02580	177064049004

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Asset Name	FWE Acct. Code	Lease Number	API
VERMILION 380 #A016 ST2	VR380A1602	G02580	177064084702
VERMILION 380 #A020 ST1	VR380A2001	G02580	177064095601
VERMILION 381 #A017	VR381A1700	G16314	177064085500
VERMILION 381 #A018 ST2	VR381A1802	G16314	177064085702
VERMILION 381 #A021 ST1	VR381A2101	G16314	177064095801
VIOSCA KNOLL 693 #001	VK69300100	G07898	608164015700
VIOSCA KNOLL 693 #002	VK69300200	G07898	608164016000
VIOSCA KNOLL 694 #001	VK69400100	G13055	608164016600
VIOSCA KNOLL 694 #002	VK69400200	G13055	608164016700
VIOSCA KNOLL 694 #003 ST1	VK69400301	G13055	608164036701
VIOSCA KNOLL 694 #004	VK69400400	G13055	608164039700
VIOSCA KNOLL 694 #A009	VK694A0900	G13055	177244073300
VIOSCA KNOLL 824 #004	VK82400402	G15436	608164032902
WEST CAMERON 033 #001	WC03300100	G15050	177004105100
WEST CAMERON 033 #001 SL16473	SL16473010	16473	177002024400
WEST CAMERON 033 #002 SL16473	SL16473020	16473	177002024500
WEST CAMERON 033 #N001 (EC2)	WC033N0100	G15050	177004124000
WEST CAMERON 033 #N002 (EC2)	WC033N0200	G15050	177004124600
WEST CAMERON 033 #N003 (EC2)	WC033N0300	G15050	177004125400
WEST CAMERON 033 #N004 (EC2)	WC033N0400	G15050	177004125500
WEST CAMERON 033 #O001	WC033O0100	G15050	177004126500
WEST CAMERON 033 #O002	WC033O0200	G15050	177004126600
WEST CAMERON 033 #O003	WC033O0300	G15050	177004126800
WEST CAMERON 033 #O004	WC033O0400	G15050	177004126900
WEST CAMERON 035 #A014	WC035A1400	G02819	177004017000
WEST CAMERON 035 #B005	WC035B0500	G02819	177004018600
WEST CAMERON 035 #B013	WC035B1300	G02819	177004024300
WEST CAMERON 035 #C003	WC035C0300	G02819	177004037600
WEST CAMERON 035 #C004	WC035C0401	G02819	177004038701
WEST CAMERON 035 #D005	WC035D0500	G01860	177004039101
WEST CAMERON 065 #008	WC06500801	G02825	177004103701
WEST CAMERON 065 #009	WC06500900	G02825	177004105500
WEST CAMERON 065 #B018	WC065B1800	G02825	177004098900

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Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 065 #B019	WC065B1901	G02825	177004099501
WEST CAMERON 065 #B020 ST2	WC065B2001	G02825	177004099701
WEST CAMERON 065 #E007	WC065E0700	G02825	177004129600
WEST CAMERON 065 #JA001	WC065JA100	G02825	177004023300
WEST CAMERON 065 #JA002	WC065JA200	G02825	177004024600
WEST CAMERON 065 #JA003	WC065JA300	G02825	177004040400
WEST CAMERON 065 #JA004	WC065JA400	G02825	177004041500
WEST CAMERON 065 #JA005	WC065JA500	G02825	177004075400
WEST CAMERON 066 #A001	WC066A0100	G01860	177004011300
WEST CAMERON 066 #A002	WC066A0200	G01860	177004011800
WEST CAMERON 066 #A003	WC066A0300	G01860	177004012400
WEST CAMERON 066 #A004	WC066A0400	G01860	177004012600
WEST CAMERON 066 #A005	WC066A0500	G01860	177004012800
WEST CAMERON 066 #A006	WC066A0600	G01860	177004013200
WEST CAMERON 066 #A007 (WC35)	WC035A0700	G01860	177004013500
WEST CAMERON 066 #A008	WC066A0800	G01860	177004014100
WEST CAMERON 066 #A009	WC066A0900	G01860	177004014500
WEST CAMERON 066 #A010	WC066A1000	G01860	177004014700
WEST CAMERON 066 #A011	WC066A1100	G01860	177004014900
WEST CAMERON 066 #A012 (WC35)	WC035A1200	G01860	177004015700
WEST CAMERON 066 #A015	WC066A1500	G01860	177004096100
WEST CAMERON 066 #A016	WC066A1601	G01860	177004096601
WEST CAMERON 066 #A017	WC066A1700	G02826	177004100600
WEST CAMERON 066 #B002	WC066B0200	G02826	177004017600
WEST CAMERON 066 #B003	WC066B0300	G02826	177004017800
WEST CAMERON 066 #B004	WC066B0400	G02826	177004018300
WEST CAMERON 066 #B006	WC066B0600	G02826	177004019100
WEST CAMERON 066 #B007	WC066B0700	G02826	177004019600
WEST CAMERON 066 #B008D	WC066B08D0	G02826	177004020400
WEST CAMERON 066 #B009	WC066B0900	G02826	177004020801
WEST CAMERON 066 #B010	WC066B1000	G02826	177004021400
WEST CAMERON 066 #B012	WC066B1200	G02826	177004023000
WEST CAMERON 066 #B014	WC066B1401	G02826	177004022001

Exhibit I-B

Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 066 #B015	WC066B1500	G02826	177004087600
WEST CAMERON 066 #B016	WC066B1601	G02826	177004097101
WEST CAMERON 066 #B017	WC066B1700	G02826	177004098700
WEST CAMERON 066 #C001	WC066C0102	G01860	177004010502
WEST CAMERON 066 #C002 ST3	WC066C0203	G01860	177004036603
WEST CAMERON 066 #C005 ST2	WC066C0502	G01860	177004098302
WEST CAMERON 066 #D007	WC066D0702	G01860	177004042902
WEST CAMERON 066 #E001	WC066E0100	G02826	177004034700
WEST CAMERON 066 #E002	WC066E0200	G02826	177004043400
WEST CAMERON 066 #E003	WC066E0300	G02826	177004047900
WEST CAMERON 066 #E004	WC066E0400	G02826	177004051500
WEST CAMERON 066 #E006	WC066E0600	G02826	177004087900
WEST CAMERON 071 #018	WC07101800	00244	177004029400
WEST CAMERON 071 #023	WC07102300	00244	177004040500
WEST CAMERON 071 #026	WC07102600	00244	177004067600
WEST CAMERON 071 #027	WC07102700	00244	177004069700
WEST CAMERON 071 #028	WC07102800	00244	177004071000
WEST CAMERON 071 #031	WC07103100	00244	177004118900
WEST CAMERON 071 #D001	WC071D0100	00244	177002000100
WEST CAMERON 071 #D003	WC071D0300	00244	177002004800
WEST CAMERON 071 #D005	WC071D0501	00244	177002004101
WEST CAMERON 071 #D006	WC071D0600	00244	177002006900
WEST CAMERON 071 #D009	WC071D0900	00244	177002008000
WEST CAMERON 071 #F001	WC071F0100	00244	177004102400
WEST CAMERON 071 #F002	WC071F0200	00244	177004102600
WEST CAMERON 072 #001	WC07200100	G23735	177004114900
WEST CAMERON 072 #002	WC07200200	G23735	177004119400
WEST CAMERON 072 #003	WC07200301	G23735	177004125001
WEST CAMERON 102 #002	WC10200200	00247	177002009300
WEST CAMERON 102 #005	WC10200500	00247	177004006800
WEST CAMERON 102 #007	WC10200700	00247	177004008600
WEST CAMERON 102 #008	WC10200800	00247	177004009400
WEST CAMERON 102 #022	WC10202200	00247	177004064300

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Asset Name	FWE Acct. Code	Lease Number	API
WEST CAMERON 102 #024	WC10202400	00247	177004062500
WEST CAMERON 102 #H001	WC102H0100	00247	177004103400
WEST CAMERON 102 #H002	WC102H0202	00247	177004104402
WEST CAMERON 110 #006	WC11000600	00081	177002002700
WEST CAMERON 110 #007	WC11000700	00081	177002003000
WEST CAMERON 110 #010 ST1	WC11001001	00081	177004025001
WEST CAMERON 110 #011	WC11001100	00081	177004083400
WEST CAMERON 110 #012 ST2	WC11001202	00081	177004086302
WEST CAMERON 110 #014 ST2	WC11001402	00081	177004090002
WEST CAMERON 110 #015 ST1	WC11001501	00081	177004106501
WEST CAMERON 110 #018 ST2	WC11001802	00081	177004127002
WEST CAMERON 110 #019 ST1	WC11001901	00081	177004127801
WEST CAMERON 110 #05A	WC1105AD64	00081	177002002200
WEST CAMERON 110 #A001	WC110A0100	00081	177000013100
WEST CAMERON 110 #A002C	WC110A02C0	00081	177000013200
WEST CAMERON 110 #A003	WC110A0300	00081	177000013300
WEST CAMERON 110 #A004	WC110A0400	00081	177000013400
WEST CAMERON 110 #A005	WC110A0500	00081	177000038900
WEST CAMERON 110 #A006	WC110A0600	00081	177002004000
WEST CAMERON 110 #C001	WC110C0100	00081	177004112500
WEST CAMERON 110 #F001	WC110F0100	00081	177004107300
WEST CAMERON 110 #F002	WC110F0200	00081	177004119300
WEST CAMERON 290 #002	WC29002	G04818	177014018400
WEST CAMERON 290 #A001	WC290A0100	G04818	177014020700
WEST CAMERON 290 #A002	WC290A0200	G04818	177014024200
WEST CAMERON 290 #A003	WC290A0300	G04818	177014029100
WEST CAMERON 295 #A001	WC295A0101	G24730	177014037501
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001
WEST CAMERON 67 #D1	WC067D0100	G03256	177004031600
WEST CAMERON 67 #D10	-	G03256	177004098501
WEST CAMERON 67 #D6	-	G03256	177004040700
WEST CAMERON 67 #D9	WC067D0900	G03256	177004078600
WEST DELTA 053 #001	WD05300100	Onshore	170752037400

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Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100

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Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O001 ST2	WD071O0102	00838	177190118502
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O004 ST1	WD071O0401	00838	177190124301
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 075 #A004B	WD075A04B0	G01085	177190074300
WEST DELTA 075 #A010D	WD075A10D0	G01085	177190082700
WEST DELTA 075 #A015	WD075A1500	G01085	177194030300
WEST DELTA 075 #B002	WD075B0201	G01085	177190131301
WEST DELTA 075 #B009	WD075B0900	G01085	177190136800
WEST DELTA 075 #B017 ST	WD075B1701	G01085	177194019501
WEST DELTA 075 #B024	WD075B2400	G01085	177194045700
WEST DELTA 075 #B026 ST	WD075B2601	G01085	177194046601
WEST DELTA 075 #F002 ST2	WD075F0200	G01085	177194042800
WEST DELTA 075 #G002	WD075G0200	G01085	177194056600
WEST DELTA 090 #A001	WD090A0100	G01089	177190061600

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Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 090 #A005	WD090A0500	G01089	177190128700
WEST DELTA 090 #A009D	WD090A09D0	G01089	177190077300
WEST DELTA 090 #B004 ST1	WD090B0401	G01089	177190132101
WEST DELTA 090 #B011 ST	WD090B1101	G01089	177192000801
WEST DELTA 090 #B018	WD090B1800	G01089	177194040400
WEST DELTA 090 #B020	WD090B2001	G01089	177190135901
WEST DELTA 090 #B021	WD090B2100	G01089	177194041500
WEST DELTA 090 #B027	WD090B2700	G01089	177194046700
WEST DELTA 090 #F004	WD090F0400	G01089	177194057700
WEST DELTA 090 #F005 ST2	WD090F0502	G01089	177194057902
WEST DELTA 090 #F006	WD090F0600	G01089	177194058601
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X010 ST2	WD095X1001	G01497	177194055301
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502

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Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000
WEST DELTA 103 #F001 ST1	WD103F0101	G12360	177194054801
WEST DELTA 103 #F002	WD103F0200	G12360	177194055100
WEST DELTA 103 #F003	WD103F0300	G12360	177194058200
WEST DELTA 103 #F007	WD103F0700	00840	177194083800
WEST DELTA 104 #D005	WD104D0500	00841	177190116200
WEST DELTA 104 #D009	WD104D0900	00841	177190118400
WEST DELTA 104 #D010 ST	WD104D1001	00841	177190119801
WEST DELTA 104 #D011	WD104D1100	00841	177190119900
WEST DELTA 104 #D012	WD104D1200	00841	177190120500
WEST DELTA 104 #D013	WD104D1300	00841	177194068900
WEST DELTA 104 #D014	WD104D1400	00841	177194083900
WEST DELTA 104 #E004	WD104E0401	00841	177194040901
WEST DELTA 104 #E009	WD104E0901	00841	177194041601
WEST DELTA 104 #E010	WD104E1002	00841	177194040702
WEST DELTA 104 #E015	WD104E1504	00841	177194042504
WEST DELTA 104 #E020	WD104E2001	00841	177194064901
WEST DELTA 105 #D003	WD105D0300	00842	177190114300
WEST DELTA 105 #E001 ST3	WD105E0103	00842	177194039803
WEST DELTA 105 #E002 ST1	WD105E0201	00842	177194039901
WEST DELTA 105 #E003	WD105E0301	00842	177194040001
WEST DELTA 105 #E005A	WD105E05A0	00842	177194040500
WEST DELTA 105 #E006	WD105E0600	00842	177194041000
WEST DELTA 105 #E007	WD105E0700	00842	177194040600
WEST DELTA 105 #E008 ST1	WD105E0801	00842	177194041101
WEST DELTA 105 #E011	WD105E1101	00842	177194041401
WEST DELTA 105 #E012	WD105E1200	00842	177194041800
WEST DELTA 105 #E013 ST1	WD105E1301	00842	177194042001
WEST DELTA 105 #E014	WD105E1400	00842	177194043200
WEST DELTA 105 #E016	WD105E1600	00842	177194042700

Exhibit I-C (i)

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
BRAZOS 491 P/F-4	BA4914CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-5	BA4915CAS	G06069	BA491	100.0%
BRAZOS 491 P/F-A	BA491AWP	G06069	BA491	100.0%
BRAZOS A-105 P/F-A	BAA105PFA	G01757	BAA105	12.5%
BRAZOS A-105 P/F-B	BAA105PFB	G01757	BAA105	12.5%
BRAZOS A-133 P/F-A	BAA133APLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-B	BAA133BPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-C-AUX	BAA133CAUX	G02665	BAA133	25.0%
BRAZOS A-133 P/F-D	BAA133DPLT	G02665	BAA133	25.0%
BRAZOS A-133 P/F-E	BAA133EPLT	G02665	BAA133	25.0%
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	50.00%
EAST CAMERON 002 P/F-1 SL16475	SL164751PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.0000%
EAST CAMERON 002 P/F-1/1D16473	SL164731PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-2 SL16475	SL164752PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-2/2D16473	SL164732PT	16473	EC002	89.0625%
EAST CAMERON 002 P/F-3/3D16475	SL164753PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-4/4D16475	SL164754PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-5 SL16475	SL164755PT	16475	EC002	89.0625%
EAST CAMERON 002 P/F-B (SL)	EC2BSL	16475	EC002	89.0625%
EAST CAMERON 002 P/F-C SL16475	EC2CPLT	16475	EC002	89.0625%
EAST CAMERON 014 P/F-12	EC1412CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-13	EC1413CAS	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-B	EC014PFB	G13572	EC014	100.0000%
EAST CAMERON 014 P/F-CF	EC14CFPLT	G01440	EC014	100.0000%
EAST CAMERON 014 P/F-CF-2	EC14CF2PLT	G01440	EC014	100.0000%
EAST CAMERON 265 P/F-D	EC265DPLT	G00972	EC265	50.0000%
EAST CAMERON 278 P/F-B	EC278BPLT	G00974	EC278	50.0000%
EAST CAMERON 278 P/F-C	EC278CPLT	G00974	EC278	50.0000%
EAST CAMERON 338 P/F-A	EC338PFA	G02063	EC338	15.6694%
EUGENE IS 053 P/F-10	EI5310CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-12	EI5312CAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-8	EI538CAS	00479	EI053	66.6667%
EUGENE IS 053 P/F-9	EI539PLT	00479	EI053	66.6667%
EUGENE IS 053 P/F-B	EI53BPLT	00479	EI053	66.6667%

Exhibit I-C (i)

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EUGENE IS 053 P/F-C	EI53CPLT	00479	EI053	83.3334%
EUGENE IS 053 P/F-D	EI53DCAS	00479	EI053	100.0000%
EUGENE IS 053 P/F-G	EI53GCAS	00479	EI053	66.6667%
EUGENE IS 089 P/F-23	EI089PF23	00044	EI089	75.0000%
EUGENE IS 119 P/F-13	EI11913CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-30	EI11930WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-33	EI11933CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-33-AUX	EI11933AUX	00049	EI119	100.0000%
EUGENE IS 119 P/F-34	EI11934CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-35	EI11935CAS	00049	EI119	100.0000%
EUGENE IS 119 P/F-37	EI11937CAS	00049	EI119	50.0000%
EUGENE IS 119 P/F-37 H	EI11937HCA	00049	EI119	50.0000%
EUGENE IS 119 P/F-F	EI119FPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I	EI119IPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-I-8	EI119I8CAS	00050	EI119	100.0000%
EUGENE IS 119 P/F-K	EI119KPLT	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-4	EI119M4WP	00049	EI119	100.0000%
EUGENE IS 119 P/F-M-7	EI119M7CAS	00049	EI119	100.0000%
EUGENE IS 120 P/F-11	EI12011CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-12	EI12012CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-14	EI12014CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-15	EI12015CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-17	EI12017CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-19	EI12019CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-20	EI12020CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-9	EI1209CAS	00050	EI120	100.0000%
EUGENE IS 120 P/F-CF-QTRS	EI120CFQTR	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP1	EI120CMP1	00050	EI120	100.0000%
EUGENE IS 120 P/F-CMP2	EI120CMP2	00050	EI120	100.0000%
EUGENE IS 120 P/F-FIRE STA	EI120FIRE	00050	EI120	100.0000%
EUGENE IS 120 P/F-PROD	EI120PRD	00050	EI120	100.0000%
EUGENE IS 120 P/F-SC	EI120SCPLT	00050	EI120	100.0000%
EUGENE IS 125 P/F-2	EI1252CAS	00051	EI125	100.0000%
EUGENE IS 125 P/F-A	EI125APLT	00051	EI125	100.0000%

Exhibit I-C (i)

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EUGENE IS 125 P/F-R	EI125RPLT	00051	EI125	100.0000%
EUGENE IS 126 P/F-12	EI12612CAS	00052	EI126	100.0000%
EUGENE IS 126 P/F-31	EI12631CAS	00052	EI126	100.0000%
EUGENE IS 136 P/F-1	EI1361CAS	G03152	EI136	100.0000%
EUGENE IS 136 P/F-JA	EI136JAPLT	G03152	EI136	100.0000%
EUGENE IS 158 P/F-14	EI15814CAS	G01220	EI158	100.0000%
EUGENE IS 158 P/F-B	EI158BPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C	EI158CPLT	G01220	EI158	100.0000%
EUGENE IS 158 P/F-C-QRT	EI158CQTR	G01220	EI158	100.0000%
EUGENE IS 158 P/F-JB	EI158JBPLT	G01220	EI158	100.0000%
EUGENE IS 173 P/F-G	EI173GPLT	G13622	EI173	100.0000%
EUGENE IS 175 P/F-C-PROD	EI175CPRD	438	EI175	75.0000%
EUGENE IS 175 P/F-D	EI175DPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-F	EI175FPLT	438	EI175	75.0000%
EUGENE IS 175 P/F-H	EI175HCAS	438	EI175	75.0000%
EUGENE IS 175 P/F-I	EI175ICAS	438	EI175	75.0000%
EUGENE IS 175 P/F-J	EI175JPLT	438	EI175	75.0000%
EUGENE IS 187 P/F-2	EI187PF2	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JC	EI187JCPLT	G10736	EI187	100.0000%
EUGENE IS 187 P/F-JD	EI187JDPLT	G10736	EI187	100.0000%
EUGENE IS 188 P/F-A	EI188APLT	00443	EI188	100.0000%
EUGENE IS 188 P/F-JE	EI188JEPLT	G10736	EI188	100.0000%
EUGENE IS 188 P/F-P-VALVE	EI188PVALV	00443	EI188	100.0000%
EUGENE IS 189 P/F-B	EI189BPLT	423	EI189	100.0000%
EUGENE IS 189 P/F-JG	EI189JGPLT	423	EI189	100.0000%
EUGENE IS 212 P/F-A	EI212APLT	G05503	EI212	66.6667%
EUGENE IS 224 P/F-A	EI224APLT	G05504	EI224	100.0000%
EUGENE IS 224 P/F-C	EI224CPLT	G05504	EI224	100.0000%
EUGENE IS 296 P/F-B	EI296PFB	G01687M	EI 296	85.5270%
EUGENE IS 307 P/F-A	EI307PFA	G02110	EI307	0.0000%
EUGENE IS 307 P/F-B	EI307PFB	G02110	EI307	0.0000%
EUGENE IS 312 P/F-D	EI312PFD	G22679	EI312	0.0000%
EUGENE IS 315 P/F-A	EI315APLT	G24912	EI315	75.2917%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
EUGENE IS 315 P/F-C	EI315PFC	G24912	EI315	25.0000%
EUGENE IS 316 P/F-A	EI316APLT	G05040	EI316	100.0000%
EUGENE IS 330 P/F A C S	EI330ACSPF	G02115	EI330	27.0000%
EUGENE IS 330 P/F-B	EI330BPLT	G02115	EI330	65.0249%
EUGENE IS 330 P/F-D	EI330DPLT	G02115	EI330	70.0249%
EUGENE IS 333 P/F-B	EI333BPLT	G02317	EI333	100.0000%
EUGENE IS 334 P/F-D	EI334DPLT	G15263	EI334	100.0000%
EUGENE IS 337 P/F-A	EI337APLT	G03332	EI337	100.0000%
EUGENE IS 342 P/F-C	EI342CPLT	G02319	EI342	67.4286%
EUGENE IS 346 P/F-A	EI346APLT	G14482	EI346	100.0000%
EUGENE IS 353 P/F-D	EI353PFD	G02324	EI353	3.7850%
EUGENE IS 354 P/F-D	EI354DPLT	G10752	EI354	100.0000%
EUGENE IS 360 P/F-C	EI360PFC	G02324	EI360	3.2730%
EUGENE IS 360 P/F-E	EI360PFE	G02324	EI360	4.3730%
EUGENE IS 361 P/F-A	EI361PFA	G02324	EI361	6.7568%
EWING BANK 826 P/F-A	EW826APLT	G05800	EW826	100.0000%
GALVESTON 210 P/F-1	GA2101CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-2	GA2102CAS	G25524	GA210	66.6700%
GALVESTON 210 P/F-B	GA210BPLT	G25524	GA210	66.6700%
GRAND ISLE 039 P/F-Q	GI39QPLT	00127	GI039	75.0000%
GRAND ISLE 040 P/F-G	GI40GPLT	00128	GI040	75.0000%
GRAND ISLE 040 P/F-M	GI40MPLT	00128	GI040	75.0000%
GRAND ISLE 041 P/F-B	GI41BPLT	00129	GI041	75.0000%
GRAND ISLE 041 P/F-D	GI041PFD	00129	GI041	75.0000%
GRAND ISLE 041 P/F-E	GI41EPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-H	GI41HPLT	00130	GI041	75.0000%
GRAND ISLE 041 P/F-I	GI41ICAS	00132	GI041	75.0000%
GRAND ISLE 042 P/F-C	GI42CPLT	00131	GI042	75.0000%
GRAND ISLE 042 P/F-F	GI42FPLT	00131	GI042	75.0000%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	00175	GI043	75.0000%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	00175	GI043	75.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	00175	GI043	75.0000%
GRAND ISLE 047 P/F-A	GI47APLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AP	GI47APPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-L	GI47LPLT	00133	GI047	75.0000%
GRAND ISLE 047 P/F-O	GI47OPLT	00133	GI047	75.0000%
GRAND ISLE 048 P/F-E	GI48EPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-J	GI48JPLT	00134	GI048	75.0000%
GRAND ISLE 048 P/F-P	GI48PPLT	00134	GI048	75.0000%
GRAND ISLE 054 P/F-A	GI54APLT	G27173	GI054	50.0000%
GRAND ISLE 076 P/F-A	GI076PFA	G02161	GI076	95.8333%
GRAND ISLE 116 P/F-A	GI116APLT	G13944	GI116	50.0000%
HIGH ISLAND 110 P/F-A	HI110PFA	G02353	HI110	20.0000%
HIGH ISLAND 110 P/F-B	HI110PFB	G02353	HI110	20.0000%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	34.33%
HIGH ISLAND 129 P/F-1	HI1291CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-16	HI12916CAS	G01848	HI129	0.0000%
HIGH ISLAND 129 P/F-17	HI12917CAS	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-18	HI129PF18	G01848	HI129	27.0000%
HIGH ISLAND 129 P/F-5/6	HI1295PLT	G01848	HI129	90.0000%
HIGH ISLAND 129 P/F-CPF	HI129CPF	G01848	HI129	0.0000%
HIGH ISLAND 179 P/F-A	HI179APLT	G03236	HI179	69.0750%
HIGH ISLAND 206 P/F-B	HI206BPLT	G20660	HI206	100.0000%
HIGH ISLAND A-341 P/F-B	HIA341BPLT	G25605	HIA341	60.0000%
HIGH ISLAND A-376 P/F-A	HIA376APLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-B	HIA376BPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-376 P/F-C	HIA376CPLT	G02754	HIA376	48.8298%
HIGH ISLAND A-382 P/F-F	HIA382FPLT	G02757	HIA382	72.4106%
HIGH ISLAND A-474 P/F-A	HIA474PFA	G02366	HIA474	10.0000%
HIGH ISLAND A-489 P/F-B	HIA489PFB	G02372	HIA489	8.5000%
HIGH ISLAND A-545 P/F-JA	HIA545JAPT	G17199	HIA545	60.0000%
HIGH ISLAND A-573 P/F-A	HIA573APLT	G02393	HIA573	72.4102%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
HIGH ISLAND A-573 P/F-B	HIA573BPLT	G02393	HIA573	72.4102%
HIGH ISLAND A-582 P/F-C	HIA582PFC	G02719	HIA582	18.0975%
HIGH ISLAND A-582 P/F-D	HIA582PFD	G02719	HIA582	36.5786%
HIGH ISLAND A-595 P/F-CF	HIA595CFPT	G02721	HIA595	72.4102%
HIGH ISLAND A-595 P/F-D	HIA595DPLT	G02721	HIA595	72.4102%
HIGH ISLAND A-596 P/F-E	HIA596EPLT	G02722	HIA596	72.4102%
MAIN PASS 077 P/F-A	MP077PFA	G04481	MP077	26.1683%
MAIN PASS 140 P/F-A	MP140APLT	G02193	MP140	65.0000%
MAIN PASS 140 P/F-B	MP140BPLT	G02193	MP140	65.0000%
MAIN PASS 153 P/F-B	MP153BPLT	G01967	MP153	50.0000%
MAIN PASS 153 P/F-C	MP153CPLT	G01967	MP153	50.0000%
MAIN PASS 259 P/F-A	MP259APLT	G07827	MP259	56.9016%
MAIN PASS 275 P/F-A	MP275APLT	G15395	MP275	100.0000%
MAIN PASS 289 P/F-B	MP289BPLT	G01666	MP289	100.0000%
MAIN PASS 289 P/F-C	MP289CPLT	G01666	MP289	100.0000%
MAIN PASS 296 P/F-B	MP296BPLT	G01673	MP296	55.0343%
MAIN PASS 296 P/F-C	MP296CPLT	G01673	MP296	50.4846%
MAIN PASS 301 P/F-A	MP301PFA	G04486	MP301	22.7793%
MAIN PASS 301 P/F-B	MP301PFB	G04486	MP301	22.7793%
MAIN PASS 308 P/F-A	MP308APLT	G32265	MP308	100.0000%
MAIN PASS 310 P/F-A	MP310APLT	G04126	MP310	100.0000%
MAIN PASS 310 P/F-JA	MP310JAPT	G04126	MP310	100.0000%
MAIN PASS 311 P/F-A	MP311APLT	G02213	MP311	50.0000%
MAIN PASS 311 P/F-B	MP311BPLT	G02213	MP311	50.0000%
MATAGORDA IS 622 P/F-C	MI622CPLT	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-COMPRES	MI622CCMP	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-PRD	MI622CPRD	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-C-QRT	MI622CQTR	G05000	MI622	81.0000%
MATAGORDA IS 622 P/F-D	MI622DPLT	G05000	MI622	81.0000%
MATAGORDA IS 623 P/F-B-DRIL	MI623BPLT	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-B-PRD	MI623BPRD	G03088	MI623	81.0000%
MATAGORDA IS 623 P/F-H	MI623HPLT	G03088	MI623	100.0000%
MATAGORDA IS 635 P/F-F	MI635FPLT	G06043	MI635	81.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
MATAGORDA IS 635 P/F-G	MI635GPLT	G05000	MI635	81.0000%
MISSISSIPPI CANYON 311 P/F-A	MC311APLT	G02968	MC311	100.0000%
MOBILE 821 P/F-A-QRT	MO821AQTR	G05058	MO821	100.0000%
MOBILE 826 P/F-D	MO826DPLT	G26176	MO826	75.0000%
NORTH PADRE IS 969 P/F-JA	PN969PFJA	G05953	PN969	1.2500%
NORTH PADRE IS 975 P/F-A	PN975PFA	G05953	PN969	1.2500%
SHIP SHOAL 030 #011 CAS P/F	SS030PF11	00333	SS030	28.9474%
SHIP SHOAL 030 #013 CAS P/F	SS030PF13	00333	SS030	28.9474%
SHIP SHOAL 030 P/F-14	SS030PF14	00333	SS030	28.9474%
SHIP SHOAL 031 P/F-10	SS031PF10	00334	SS031	28.9474%
SHIP SHOAL 031 P/F-A	SS031PFA	00333	SS031	28.9474%
SHIP SHOAL 032 P/F-18	SS032PF18	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-20	SS032PF20	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-24	SS032PF24	00335	SS032	28.9474%
SHIP SHOAL 032 P/F-E-1	SS032PFE	00335	SS032	28.9474%
SHIP SHOAL 033 #005 CAS P/F	SS033PF05	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-1	SS033PFC1	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-2	SS033PFC2	00336	SS033	28.9474%
SHIP SHOAL 033 P/F-C-3(PROD)	SS033PFC3	00336	SS033	28.9474%
SHIP SHOAL 068 P/F-05	SS685CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-10	SS6810CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-2	SS682CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-4	SS684CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-9	SS689CAS	G02917	SS068	100.0000%
SHIP SHOAL 068 P/F-F	SS68FPLT	G02925	SS068	100.0000%
SHIP SHOAL 091 P/F-A	SS91APLT	G02919	SS091	100.0000%
SHIP SHOAL 091 P/F-B	SS91BPLT	G02919	SS091	100.0000%
SHIP SHOAL 105 P/F-A	SS105APLT	G09614	SS105	100.0000%
SHIP SHOAL 105 P/F-B	SS105BPLT	G09614	SS105	100.0000%
SHIP SHOAL 126 P/F-B	SS126BPLT	G12940	SS126	100.0000%
SHIP SHOAL 129 P/F-A	SS129APLT	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-A-AUX	SS129AUX	G12941	SS129	100.0000%
SHIP SHOAL 129 P/F-B	SS129BPLT	G12941	SS129	100.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 129 P/F-L	SS129LCAS	G12941	SS129	100.0000%
SHIP SHOAL 144 PF 1	-	G30275	SS 144	15.5400%
SHIP SHOAL 169 P/F-BB	SS169PFBB	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-C	SS169PFC	00820	SS169	66.6667%
SHIP SHOAL 169 P/F-G	SS169PFG	00820	SS169	66.6667%
SHIP SHOAL 176 P/F-1	SS1761PLT	G33646	SS176	57.1429%
SHIP SHOAL 178 P/F-A	SS178APLT	G05551	SS178	100.0000%
SHIP SHOAL 182 P/F-A	SS182APLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-A-AUX	SS182AAUX	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-B	SS182BPLT	G03998	SS182	100.0000%
SHIP SHOAL 182 P/F-C	SS182CPLT	G03998	SS182	100.0000%
SHIP SHOAL 189 P/F-A	SS189APLT	G04232	SS189	99.0000%
SHIP SHOAL 189 P/F-C	SS189PFC	G04232	SS189	24.7396%
SHIP SHOAL 190 P/F-B	SS190BPLT	G10775	SS190	100.0000%
SHIP SHOAL 193 P/F-A	SS193APLT	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-A-PROD	SS193APRD	G13917	SS193	100.0000%
SHIP SHOAL 193 P/F-M	SS193MPLT	G13917	SS193	100.0000%
SHIP SHOAL 194 P/F-A	SS194APLT	G15288	SS194	100.0000%
SHIP SHOAL 198 P/F-G	SS198PFG	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-G-QTRS	SS198PFGQR	00593	SS198	50.0000%
SHIP SHOAL 198 P/F-K	SS198PFK	00593	SS198	50.0000%
SHIP SHOAL 204 P/F-A	SS204APLT	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-GEN	SS204AGEN	G01520	SS204	55.2000%
SHIP SHOAL 204 P/F-A-PROD	SS204APRD	G01520	SS204	55.2000%
SHIP SHOAL 206 P/F-E	SS206EPLT	G01522	SS206	60.0000%
SHIP SHOAL 207 P/F-A-CMP	SS207ACOMP	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-DRILL	SS207ADRL	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-MANTIS	SS207PFAMA	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-A-PROD	SS207APRD	G01523	SS207	52.4000%
SHIP SHOAL 207 P/F-D	SS207DPLT	G01523	SS207	52.8000%
SHIP SHOAL 207 P/F-DWPF	SS207PFDWP	G01523	SS207	0.0000%
SHIP SHOAL 216 P/F-C	SS216CPLT	G01524	SS216	70.0000%
SHIP SHOAL 259 P/F-JA	SS259JAPLT	G05044	SS259	93.7130%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SHIP SHOAL 274 P/F-A	SS274APLT	G01039	SS274	100.0000%
SHIP SHOAL 274 P/F-C	SS274CPLT	G01039	SS274	100.0000%
SHIP SHOAL 291 P/F-A	SS291PFA	G02923	SS291	0.0000%
SHIP SHOAL 354 P/F-A	SS354APLT	G15312	SS354	100.0000%
SOUTH MARSH IS 010 P/F-4	SM010PF4	G01181	SM010	100.0000%
SOUTH MARSH IS 010 P/F-A	SM10APLT	G01181	SM010	100.0000%
SOUTH MARSH IS 011 P/F-34	SM011PF34	G01182	SM011	100.0000%
SOUTH MARSH IS 011 P/F-58	SM011PF58	G01182	SM011	100.0000%
SOUTH MARSH IS 018 P/F-A	SM018PFA	G08680	SM018	100.0000%
SOUTH MARSH IS 048 P/F-E	SM048PFE	786	SM048	100.0000%
SOUTH MARSH IS 066 P/F-C	SM66CPLT	G01198	SM058	50.0000%
SOUTH MARSH IS 066 P/F-D	SM66DPLT	G01198	SM066	50.0000%
SOUTH MARSH IS 076 P/F-F	SM76FPLT	G01208	SM076	100.0000%
SOUTH MARSH IS 093 P/F-A	SM093PFA	G21618	SM093	12.5000%
SOUTH MARSH IS 105 P/F-A	SM105APLT	G17938	SM105	100.0000%
SOUTH MARSH IS 106 P/F-A-NORTH	SM106ANPLT	G03776	SM106	100.0000%
SOUTH MARSH IS 106 P/F-JUNCTIO	SM106JCT	G02279	SM106	100.0000%
SOUTH MARSH IS 128 P/F-A	SM128APLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-B	SM128BPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-C	SM128CPLT	G02587	SM128	84.0133%
SOUTH MARSH IS 128 P/F-SA-2	SM128SADPT	G02587	SM128	84.0133%
SOUTH MARSH IS 132 P/F-B	SM132BPLT	G02282	SM132	50.0000%
SOUTH MARSH IS 137 P/F-A	SM137APLT	G02589	SM137	50.0000%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	G02592	SM149	50.0000%
SOUTH MARSH IS 149 P/F-D	SM149DPLT	G02592	SM149	100.0000%
SOUTH MARSH IS 239 156 CAIS	SM239PF156	00310	SM240	16.0000%
SOUTH MARSH IS 239 191 CAIS	SM239PF191	00310	SM240	16.0000%
SOUTH MARSH IS 240 1 CAIS	SM240PF1	310	SM240	16.0000%
SOUTH MARSH IS 240 153 CAIS	SM240PF153	310	SM240	16.0000%
SOUTH MARSH IS 240 192 CAIS	SM240PF192	310	SM240	16.0000%
SOUTH MARSH IS 240 196 CAIS	SM240PF196	310	SM240	16.0000%
SOUTH MARSH IS 240 2 CAIS	SM240PF2	310	SM240	16.0000%
SOUTH MARSH IS 240 E DOLPHIN	SM240PF0E	310	SM240	16.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH MARSH IS 240 P/F-E-PRD	SM240PFE	310	SM240	16.0000%
SOUTH MARSH IS 241 CAS 149 P/F	SM241PF149	310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 200 P/F	SM241PF200	00310	SM241	16.0000%
SOUTH MARSH IS 241 CAS 302 P/F	SM241PF302	00310	SM241	16.0000%
SOUTH MARSH IS 268 P/F-A-DRL	SM268APLT	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-A-PRD	SM268APRD	G02310	SM268	69.4185%
SOUTH MARSH IS 268 P/F-D	SM268DPLT	G02310	SM268	69.4185%
SOUTH MARSH IS 269 P/F-B	SM269BPLT	G02311	SM269	72.8000%
SOUTH MARSH IS 269 P/F-F	SM269FCAS	G02311	SM269	87.7000%
SOUTH MARSH IS 280 P/F-G	SM280GPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-H	SM280HPLT	G14456	SM280	50.0000%
SOUTH MARSH IS 280 P/F-I	SM280IPLT	G02600	SM280	58.4000%
SOUTH MARSH IS 281 P/F-C	SM281PFC	G02600	SM281	68.1000%
SOUTH MARSH IS 281 P/F-E	SM281EPLT	G02600	SM281	68.1000%
SOUTH PASS 062 P/F-A	SP62APLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-B	SP62BPLT	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-C	SP062PFC	G01294	SP062	100.0000%
SOUTH PASS 062 P/F-D	SP062PFD	G01294	SP062	100.0000%
SOUTH PASS 065 P/F-A	SP65APLT	G01610	SP065	50.0000%
SOUTH PASS 070 P/F-C	SP070PFC	G01614	SP070	100.0000%
SOUTH PASS 070 P/F-D	SP070PFD	G01614	SP070	100.0000%
SOUTH PASS 075 P/F-A	SP75APLT	G05051	SP075	100.0000%
SOUTH PASS 087 P/F-D	SP87DPLT	G07799	SP087	86.1125%
SOUTH PASS 089 P/F-B	SP89BPLT	G01618	SP089	50.0000%
SOUTH PELTO 001 P/F-A	PL001PFA	G04234	PL001	100.0000%
SOUTH PELTO 009 P/F-10	PL009PF10	G02924	PL009	50.0000%
SOUTH PELTO 009 P/F-5	PL009PF05	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-6	PL009PF06	G02924	PL009	100.0000%
SOUTH PELTO 009 P/F-7	PL009PF07	G02924	PL009	100.0000%
SOUTH PELTO 010 #2 (2924)CAIS	PL0102CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10	PL1010CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-10-8	PL10108CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-11	PL1011CAS	G02925	PL010	100.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH PELTO 010 P/F-12	PL1012WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-14	PL1014CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-16	PL1016CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-17	PL1017CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-19	PL1019CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-20	PL1020CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-22	PL1022CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-23	PL1023CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-26	PL1026CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-2A	PL102ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-3A	PL103ACAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-4	PL104WP	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-7	PL107CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-9-1-A	PL1091ACAS	G02925	PL010	50.0000%
SOUTH PELTO 010 P/F-A	PL10APLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B	PL10BPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B25	PL10B25CAS	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-B-AUX	PL10BAUXPT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-C	PL10CPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-D	PL10DPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-E	PL10EPLT	G02925	PL010	100.0000%
SOUTH PELTO 010 P/F-LQ	PL10LQPLT	G02925	PL010	100.0000%
SOUTH PELTO 011 P/F-17	PL1117CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-19	PL1119CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-22	PL1122CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-25	PL1125CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F	PL11FPLT	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-F-3	PL11F3CAS	00071	PL011	100.0000%
SOUTH PELTO 011 P/F-G	PL11GCAS	00071	PL011	100.0000%
SOUTH PELTO 025 JA PF	PL025PFJA	G14535	PL025	100.0000%
SOUTH PELTO 025 JB PF	PL025PFJB	G14535	PL025	100.0000%
SOUTH TIMBALIER 049 P/F-A	ST49APLT	G24956	ST049	100.0000%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	G04000	ST053	50.0000%

Exhibit I-C (i)

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
SOUTH TIMBALIER 053 P/F-6	ST053PF6	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	G04000	ST053	50.0000%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	G04000	ST053	50.0000%
SOUTH TIMBALIER 068 P/F-1	ST681CAS	00020	ST068	79.6666%
SOUTH TIMBALIER 148 P/F-A	ST148PFA	G01960	ST148	15.5500%
SOUTH TIMBALIER 161 P/F-C	ST161PFC	G01248	ST161	100.0000%
SOUTH TIMBALIER 203 P/F-B	ST203PFB	G01269	ST203	40.0000%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	50.0000%
SOUTH TIMBALIER 205 P/F-G	ST205GPLT	G05612	ST205	100.0000%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	50.0000%
SOUTH TIMBALIER 291 P/F-A	ST291APLT	G16455	ST291	35.0000%
SOUTH TIMBALIER 295 P/F-A	ST295APLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 295 P/F-B	ST295BPLT	G05646	ST295	92.9167%
SOUTH TIMBALIER 311 P/F-A	ST311APLT	G31418	ST311	22.5000%
SOUTH TIMBALIER 316 P/F-A	ST316PFA	G22762	ST316	20.0000%
VERMILION 261 P/F-A	VR261APLT	G03328	VR261	75.0000%
VERMILION 261 P/F-A-AUX	VR261AAUX	G03328	VR261	75.0000%
VERMILION 265 P/F-A-DRL	VR265ADRL	G01955	VR265	100.0000%
VERMILION 265 P/F-A-PRD	VR265APRD	G01955	VR265	100.0000%
VERMILION 326 P/F-A	VR326APLT	G21096	VR326	70.3148%
VERMILION 369 P/F-A	VR369PFA	G02274	VR369	10.9700%
VERMILION 369 P/F-D	VR369PFD	G02274	VR369	23.1707%
VERMILION 380 P/F-A	VR380APLT	G02580	VR380	100.0000%
VERMILION 408 P/F-A	VR408PF	G15212	VR408	50.0000%
VIOSCA KNOLL 203 P/F-A	VK203PFA	G07890	VK203	33.3333%
VIOSCA KNOLL 203 P/F-B	VK203PFB	G07890	VK203	33.3333%
VIOSCA KNOLL 204 P/F-3	VK204PF3	G04921	VK204	33.3333%
VIOSCA KNOLL 204 P/F-C	VK204PFC	G04921	VK204	33.3333%
VIOSCA KNOLL 780 P/F-A	VK780APLT	G15436	VK780	100.0000%
WEST CAMERON 033 P/F-1	WC033PF1	G15050	WC033	100.0000%
WEST CAMERON 033 P/F-N	WC033PFN	G15050	WC033	100.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
WEST CAMERON 033 P/F-O	WC033PFO	G15050	WC033	100.0000%
WEST CAMERON 065 P/F-8	WC065CAIS8	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-9	WC065CAIS9	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA	WC65JAPLT	G02825	WC065	100.0000%
WEST CAMERON 065 P/F-JA-AUX	WC65JAAUX	G02825	WC065	100.0000%
WEST CAMERON 066 P/F-A	WC66APLT	G01860	WC066	91.0585%
WEST CAMERON 066 P/F-B	WC066PFB	G02826	WC066	82.9104%
WEST CAMERON 066 P/F-C	WC066PFC	G01860	WC066	75.0000%
WEST CAMERON 066 P/F-E	WC066PFE	G02826	WC066	75.0000%
WEST CAMERON 066 P/F-F(FMR31)	WC066PFF31	00244	WC066	100.0000%
WEST CAMERON 071 P/F-28	WC071PF28	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D	WC071PFD	00244	WC071	100.0000%
WEST CAMERON 071 P/F-D-AUX	WC071PFDAX	00244	WC071	100.0000%
WEST CAMERON 071 P/F-F (FMR18)	WC71FPLT	00244	WC071	100.0000%
WEST CAMERON 071 P/F-QTR	WC71QTR	00244	WC071	100.0000%
WEST CAMERON 072 P/F-1	WC072PF1	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-2	WC072PF2	G23735	WC072	25.0000%
WEST CAMERON 072 P/F-3	WC072PF3	G23735	WC072	25.0000%
WEST CAMERON 102 P/F-2	WC102PF2	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G	WC102GPLT	00247	WC102	100.0000%
WEST CAMERON 102 P/F-G-AUX	WC102GAUX	00247	WC102	100.0000%
WEST CAMERON 102 P/F-H	WC102HPLT	00247	WC102	100.0000%
WEST CAMERON 110 P/F-10	WC11010CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-11	WC11011CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-12	WC11012CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-15	WC11015CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-18	WC11018CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-19	WC11019CAS	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A	WC110APLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-A-AUX1	WC110AAUX1	00081	WC110	100.0000%
WEST CAMERON 110 P/F-E	WC110EPLT	00081	WC110	100.0000%
WEST CAMERON 110 P/F-H	WC110HPLT	00081	WC110	100.0000%
WEST CAMERON 111 P/F-C	WC111CCAS	00081	WC111	100.0000%

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Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
WEST CAMERON 111 P/F-F	WC111FCAS	00081	WC111	100.0000%
WEST CAMERON 144 P/F-B	WC144BPLT	G01953	WC144	100.0000%
WEST CAMERON 225 P/F-C	WC225PFC	G00900	WC225	26.6675%
WEST CAMERON 289 P/F-A-PROCESS	WC289APROC	G04818	WC289	100.0000%
WEST CAMERON 290 P/F-A	WC290PFA	G04818	WC290	10.3759%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	20.60%
WEST DELTA 068 P/F-U	WD68UPLT	00180	WD068	75.0000%
WEST DELTA 070 P/F-D	WD070PFD	00182	WD070	75.0000%
WEST DELTA 070 P/F-FF	WD070PFFF	00182	WD070	75.0000%
WEST DELTA 070 P/F-I	WD070PFI	00182	WD070	75.0000%
WEST DELTA 070 P/F-L	WD070PFL	00182	WD070	75.0000%
WEST DELTA 071 P/F-E	WD71EPLT	00838	WD071	75.0000%
WEST DELTA 071 P/F-O	WD071OPLT	00838	WD071	75.0000%
WEST DELTA 075 P/F-D	WD075PFD	G01085	WD075	100.0000%
WEST DELTA 075 P/F-F	WD075PFF	G01085	WD075	100.0000%
WEST DELTA 075 P/F-G	WD075PFG	G01085	WD075	100.0000%
WEST DELTA 090 P/F-A	WD090PFA	G01089	WD090	100.0000%
WEST DELTA 090 P/F-B	WD090PFB	G01089	WD090	100.0000%
WEST DELTA 090 P/F-E	WD090PFE	G01089	WD090	100.0000%

Exhibit I-C (ii)

Name	State	County/Parish	Ownership %
Blue Water Gas Plant	Louisiana		0.1000%
Galveston 300/301 Facility	Texas	Galveston	100.0000%
Gibbstown Separation Station	Louisiana	Cameron	100.0000%
Grand Bay Receiving Station	Louisiana	Plaquemines	65.0000%
Grand Chenier Separation Facility	Louisiana	Cameron	5.4%
Grand Chenier Tank Battery	Louisiana	Cameron	100.0000%
Grand Isle Fuel Line (supply line for municipality)	Louisiana	Jefferson	100.0000%
Grand Isle Tank Bat	Louisiana	Jefferson	75.0000%
Johnson Bayou Onshore Separation Facility	Louisiana	Johnson Bayou	24.31% of Co-Owned Equipment
Johnson Bayou Onshore Separation Facility	Louisiana	Johnson Bayou	54.875% of Producers' Equipment
MI 519 Bay City Compressor Station	Texas	Matagorda	81.8979%
North Terrebonne Gas Processing Plant	Louisiana	Terrebonne	0.0000%
Sea Robin Condensate Separation Facility (aka "Henry Hub")	Louisiana	Vermilion	8.0000%
Sea Robin Gas Plant	Louisiana	Vermilion	23.7285%
Stingray Onshore Separation Facility (Cameron Onshore Commingling Facility)	Louisiana	Cameron	11.1300%
Targa Venice	Louisiana	Plaquemines	100.0000%
Thousand Square Mile Area (TASMA)	Louisiana	Vermilion	100.0000%
Tivoli Plant	Texas	Refugio	56.1394%
TOCA Gas Processing Plant	Louisiana	St. bernard	4.2900%
Venice Dehydration Facility (South Pass Dehydration Station)	Louisiana	Plaquemines	35.2000%
Vermilion 76 Onshore Scrubber	Louisiana	Vermilion	93.9%

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease
15213	Fieldwood Energy, LLC	BS	41	B	BS	42	24" SSTI	10	G/C	Partial Abandon	G25383	G21142
17938	Fieldwood Energy, LLC	CA	43	A	VK	247	24"SSTI	6	GAS	Active	G29431	G32268
3519	Fieldwood Energy, LLC	EC	14	CF	EC	9	F/S	4	COND	Out of Service	G13721	G01440
13104	Fieldwood Energy, LLC	EC	2	F/S	EC	2	6" SSTI	4	GAS	Permitted for Abandonment	G22383	G15050
17801	Fieldwood Energy, LLC	EC	14	CF	WC	69	30 SSTI	12	GAS	Permitted for Abandonment	G28556	G01440
44	Fieldwood Energy, LLC	EI	175	C	EI	176	12" SSTI	8	OIL	Out of Service	G13445	00438
1128	Fieldwood Energy, LLC	EI	330	flanged end	EI	306	14-inch SSTI	14	OIL	Active	G02139A	G02115
6818	Fieldwood Energy, LLC	EI	337	A	EI	330	B	6	GAS	Out of Service	G05932	G03332
6819	Fieldwood Energy, LLC	EI	337	A	EI	330	14 SSTI	6	OIL	Out of Service	G05931	G03332
6852	Fieldwood Energy, LLC	EI	315	A	EI	330	14 SSTI	6	OIL	Out of Service	G13447	G02112
7290	Fieldwood Energy, LLC	EI	316	A	EI	330	14 SSTI	8	OIL	Active	G07537	G05040
7347	Fieldwood Energy, LLC	EI	316	A	EI	330	8" SSTI	6	GAS	Active	G07555	G05040
7914	Fieldwood Energy, LLC	EI	212	A	SS	152	24 SSTI	6	GAS	Out of Service	G08530	G05503
7915	Fieldwood Energy, LLC	EI	212	A	EI	213	12 SSTI	6	OIL	Out of Service	G08531	G05503
7943	Fieldwood Energy, LLC	EI	342	C	EI	327	08 SSTI	4	OIL	Out of Service	G08541	G02319
9211	Fieldwood Energy, LLC	EI	53	B	EI	64	22 SSTI	6	G/C	Partial Abandon	G12373	00479
9376	Fieldwood Energy, LLC	EI	142	A	EI	141	10 SSTI	4	OIL	Out of Service	G12734	00052
11923	Fieldwood Energy, LLC	EI	53	C	EI	64	22 SSTI	10	G/C	Out of Service	G20539	00479
14073	Fieldwood Energy, LLC	EI	188	JE	EI	188	06 SSTI	4	BLKG	Out of Service	G29056	00443
14479	Fieldwood Energy, LLC	EI	158	C	EI	176	12"SSTI	6	OIL	Out of Service	G13702	G01220
15906	Fieldwood Energy, LLC	EI	173	G	EI	175	C	4	BLKO	Out of Service	G28239	G13622
16225	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	OIL	Out of Service	G28598	G10752
16226	Fieldwood Energy, LLC	EI	354	D	EI	337	A	4	GAS	Out of Service	G28599	G10752
16243	Fieldwood Energy, LLC	EI	189	B	EI	188	A	4	GAS	Out of Service	G29057	00423
18493	Fieldwood Energy, LLC	EI	342	C	EI	343	SSTI	6	GAS	Out of Service	G29108	G02319
19960	Fieldwood Energy LLC	EI	342	C	EI	342	Blind Flange	6	OIL	Out of Service	G29471	G02319
-	Fieldwood Energy, LLC	EI	187	2	EI	187	2			Active	G30283	G10736
8487	Fieldwood Energy, LLC	EW	826	A	ST	300	12 SSTI	12	OIL	Out of Service	G10110	G05800
15298	Fieldwood Energy, LLC	GA	210	B	GA	239	12 SSTI	8	G/C	Active	G26931	G25524
7866	Fieldwood Energy, LLC	GI	33	A	GI	22	L	8	GAS	Permitted for Abandonment Approved	G08514	G04002
9084	GOM Shelf, LLC	GI	43	AS	GI	19	F/S	10	OIL	Active	G12304	00175
17673	Fieldwood Energy, LLC	GI	54	#2	GI	47	L	4	BLKO	Permitted for Abandonment Approved	G28528	G27173
5470	Fieldwood Energy, LLC	HI	A356	Valve	HI	A343	HIOS	12	GAS	Out of Service	G04050	G02754
6504	Fieldwood Energy, LLC	HI	A595	D	HI	573	B	8	OIL	Out of Service	G28525	G02721
6669	Fieldwood Energy, LLC	HI	A 376	A	HI	A 356	12 SSTI	10	GAS	Out of Service	G05238	G02754
6669	Fieldwood Energy LLC	HI	A 376	Platform A	HI	A 356	12 SSTI W/PSN 10882	10	GAS	Out of Service	G05238	G02754
10882	Fieldwood Energy, LLC	HI	A356	10SST	HI	A356	12SSTI	12	GAS	Out of Service	G04051	G02754
11841	Fieldwood Energy, LLC	HI	A 545	JA	HI	A 547	B	6	BLKG	Permitted for Abandonment	G20510	G17199
14650	Fieldwood Energy, LLC	HI	201	#1	HI	199	A	6	BLKG	Partial Abandon	G25397	G23199
15401	Fieldwood Energy, LLC	HI	A 341	B	HI	A 340	30" SSTI	812	G/C	Active	G26938	G25605
15581	Fieldwood Energy, LLC	HI	120	A	HI	128	SSTI	6	G/C	Out of Service	G26968	G09100
16077	Fieldwood Energy, LLC	HI	130	#2	HI	165	8-inch SSTI	8	BLGH	Partial Abandon	G28284	G25579
18789	Fieldwood Energy LLC	HI	116	Platform A	HI	71	16-inch SSTI	16	G/C	PABN	G28649	G06156
9032	Fieldwood Energy, LLC	MC	311	A	MC	312	8 SSTI	8	OIL	Active	G11747	G02968
3472	Fieldwood Energy, LLC	MP	140	B	MP	56	F/S	18	BLKG	Out of Service	G13511	G02193
5917	GOM Shelf, LLC	MP	311	A	MP	313	12 SSTI	8	OIL	Out of Service	G13466	G02213
7143	Fieldwood Energy, LLC	MP	310	A	MP	297	12 SSTI	6	OIL	Out of Service	G07100	G04126
13100	Fieldwood Energy, LLC	MP	259	A	VK	739	#01	5	UMB	Out of Service	G22377	G07827
15818	Fieldwood Energy Offshore LLC	MP	77	A	MP	151	18"SSTI	8	GAS	Out of Service	G28221	G04481
5408	Fieldwood Energy, LLC	PL	10	B	PL	13	20 SSTI	8	OIL	Out of Service	G09317	G02925
16044	Fieldwood Energy, LLC	PL	9	#10	PL	10	B	6	BLKG	Out of Service	G28276	G02924
4008	Fieldwood Energy, LLC	SM	268	A	SS	28	A	12	OIL	Out of Service	G02816	G34284
4647	Fieldwood Energy, LLC	SM	149	6"SSTI	SM	132	B	6	BLKO	Out of Service	G03432	G02592
5427	Fieldwood Energy, LLC	SM	281	E	SM	268	A	12	SPLY	Out of Service	G02817	G02600
5429	Fieldwood Energy, LLC	SM	281	C	SM	281	12 SSTI	10	SPLY	Out of Service	G02817	G02600
6512	Fieldwood Energy, LLC	SM	281	C	SM	268	D	10	BLKO	Out of Service	G29131	G02600
6513	Fieldwood Energy, LLC	SM	268	D	SM	268	A	10	BLKO	Out of Service	G29132	G02310
10977	Fieldwood Energy, LLC	SM	268	A	SM	280	#03	3	BLKG	Active	G28756	G14456
11046	Fieldwood Energy, LLC	SM	11	Well No.34	SM	10	A	6	BLKG	Out of Service	G28813	G01182
11047	Fieldwood Energy, LLC	SM	10	A	SM	11	34	3	LIFT	Out of Service	G28812	G01181
11986	Fieldwood Energy, LLC	SM	39	A	SM	33	30 SSTI	8	GAS	Out of Service	G20565	G16320
11987	Fieldwood Energy, LLC	SM	39	A	SM	40	10 SSTI	6	OIL	Out of Service	G20566	G16320
13642	Fieldwood Energy, LLC	SM	280	H	SM	268	A	10	BLKG	Permitted for Abandonment	G28758	G14456

SEGMENTNUMBER	COMPANYNAME	ORGAREA	ORGBLOCK	ORGNAME	RECAREA	RECBLOCK	RECNAME	SIZE	PRODUCT	STATUS	ROWNUMBER	FW Lease:
17499	Fieldwood Energy, LLC	SM	269	B	SM	268	A	10	GAS	Active	G28484	G02311
18057	Fieldwood Energy, LLC	SM	11	No.58 Caisson	SM	10	A	4	BLKG	Out of Service	G28815	G01182
18510	Fieldwood Energy, LLC	SM	10	A	SM	287	SSTI	6	GAS	Out of Service	G29113	G01181
18563	Fieldwood Energy, LLC	SM	48	E	SM	39	A	6	G/C	Out of Service	G29128	00786
18583	Fieldwood Energy, LLC	SM	10	A	SM	11	SSTI	4	OIL	Out of Service	G28814	G01181
18802	Fieldwood Energy, LLC	SM	39	A	SM	48	E	3	LIFT	Out of Service	G29182	G16320
4716	Fieldwood Energy, LLC	SP	70	C	SP	60	B	8	GAS	Active	G03436	G01614
15064	FW GOM Pipeline, Inc.	SP	49	A	SP	27	F/S Boundary	10	G/O	Active	G07561	G05051
15598	Fieldwood Energy, LLC	SP	70	C	SP	60	E	6	OIL	Out of Service	G26860	G01614
15626	Fieldwood Energy, LLC	SP	65	A	SP	62	18 SSTI	8	OIL	Out of Service	G01686A	G01610
1137	Fieldwood Energy, LLC	SS	207	A Platform	SS	204	A	4	GAS	Out of Service	G13489	G01523
1138	Fieldwood Energy, LLC	SS	204	A	SS	207	A	6	G/O	Out of Service	G13491	G01520
1147	Fieldwood Energy, LLC	SS	207	A	SS	208	F-Pump	12	OIL	Out of Service	G13492	G01523
6432	Fieldwood Energy, LLC	SS	182	A	SS	169	18 SSTI	6	OIL	Active	G09321	G03998
6538	Fieldwood Energy, LLC	SS	91	A	PL	11	08 SSTI	6	OIL	Out of Service	G05146	G02919
6748	Fieldwood Energy, LLC	SS	169	C Platform	SS	169	18-inch SSTI	6	OIL	Out of Service	G09322	00820
7650	Fieldwood Energy, LLC	SS	178	A	SS	169	18 SSTI	6	OIL	Out of Service	G08054	G05551
8204	Fieldwood Energy Offshore LLC	SS	80	A	EI	125	30 SSTI	6	G/C	Out of Service	G09330	00051
10406	Fieldwood Energy, LLC	SS	274	A	EI	259	A	8	OIL	Active	G14731	G01039
10780	Fieldwood Energy, LLC	SS	193	A	SS	183	18 SSTI	6	OIL	Active	G15683	G13917
10781	Fieldwood Energy, LLC	SS	193	A	SS	183	10 SSTI	6	GAS	Active	G15684	G13917
11137	Fieldwood Energy, LLC	SS	129	A	SS	122	18 SSTI	6	OIL	Out of Service	G16084	G12941
11145	Fieldwood Energy, LLC	SS	129	A	SS	149	6 SSTI	6	G/C	Out of Service	G16087	G12941
11480	Fieldwood Energy, LLC	SS	105	A	EI	165	30 SSTI	10	GAS	Out of Service	G18801	G09614
11544	Fieldwood Energy, LLC	SS	126	B	SS	105	A	6	BLKG	Out of Service	G18820	G12940
12778	Fieldwood Energy, LLC	SS	189	A	SS	185	26"SSTI	8	G/C	Out of Service	G22139	G04232
15530	Fieldwood Energy, LLC	SS	183	Flange	SS	169	Flange	10	GAS	Out of Service	G01460	G13917
16036	Fieldwood Energy, LLC	SS	190	Capped End	SS	207	A	4	BLKO	Permitted for Abandonment	G14734	G10775
18837	Fieldwood Energy, LLC	SS	176	C	EI	212	A	6	BLKG	Out of Service	G29190	G33646
20050	Fieldwood Energy, LLC	SS	168	SSTI	SS	168	SSTI	6		Proposed	G28788	00820
5890	Fieldwood Energy, LLC	ST	53	A	ST	52	A	6	OIL	Out of Service	G09319	G04000
7802	Fieldwood Energy, LLC	ST	295	A	ST	296	SS 8487	8	OIL	Active	G08385	G05646
8676	Fieldwood Energy, LLC	ST	206	A	ST	175	T-22	16	G/C	Out of Service	G11146	G05613
9313	Fieldwood Energy, LLC	ST	295	A	ST	295	24 SSTI	8	GAS	Active	G12709	G05646
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G028821	G05612
13462	Fieldwood Energy, LLC	ST	205	G	ST	206	A	8	BLKG	Out of Service	G29451	G05612
17265	Fieldwood Energy, LLC	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Out of Service	G28385	G04000
17898	Fieldwood Energy, LLC	ST	49	Platfrom A	ST	35	6-inch SSTI	4	OIL	Out of Service	G28577	G24956
19776	Fieldwood Energy, LLC	ST	295	24" SSTI	ST	292	A	24	GAS	Active	G29376	G05646
13098	Fieldwood Energy, LLC	VK	694	#04	MP	259	A	4	BLKG	Out of Service	G22376	G13055
13099	Fieldwood Energy, LLC	VK	739	SS #3	MP	259	A	4	BLKG	Out of Service	G22377	G07827
13720	Fieldwood Energy, LLC	VK	340	8"SSTI	VK	251	A	8	BLGH	Active	G28221	G04481
13720	Fieldwood Energy Offshore LLC	VK	340	8-inch SSTI	VK	251	Platform A	8	BLGH	Active	G28703	G10933
13721	Fieldwood Energy, LLC	VK	251	A	VK	340	A	3	AIR	Active	G28704	G10930
14876	Fieldwood Energy, LLC	VK	251	A	MP	154	A	4	H2O	Active	G22465	G10930
6113	Fieldwood Energy, LLC	VR	380	A	VR	397	24 SSTI	12	GAS	Out of Service	G04645	G02580
12502	Fieldwood Energy, LLC	VR	326	A Platform	VR	321	22-inch SSTI	6	G/C	Out of Service	G21523	G21096
17090	Fieldwood Energy, LLC	VR	261	A	VR	265	A	8	BLKO	Out of Service	G28347	G03328
18502	Fieldwood Energy, LLC	VR	380	A	VR	398	16" SSTI	6	OIL	Out of Service	G02919	G02580
18502	Fieldwood Energy, LLC	VR	380	Platform A	VR	398	16-inch SSTI	6	OIL	Out of Service	G29109	G02580
2698	Fieldwood Energy, LLC	WC	102	flange	WC	102	G	8	GAS	Out of Service	G02124D	00247
3763	Fieldwood Energy, LLC	WC	102	#02	WC	102	08 SSTI	8	GAS	Out of Service	G02124D	00247
3986	Fieldwood Energy, LLC	WC	66	A	WC	31	F/S	10	G/O	Active	G03345	G01860
5343	Fieldwood Energy, LLC	WC	34	D	WC	35	10 SSTI	8	G/O	Out of Service	G28659	G01860
8621	Bandon Oil and Gas, LP	WC	290	A	WC	289	A	6	BLKG	Out of Service	G10532	G04818
9504	Fieldwood Energy, LLC	WC	71	12 SSTI	WC	71	12 SSTI	12	GAS	Out of Service	G04346	00244
14251	Fieldwood Energy Offshore LLC	WC	72	#1	WC	65	JA	4	BLKG	Out of Service	G25275	G23735
15210	Fieldwood Energy, LLC	WC	295	2	HI	120	A-PROCESS	6	BLKG	Out of Service	G26886	G24730
15952	Fieldwood Energy, LLC	WC	33	O	WC	34	D	4	G/O	Out of Service	G28657	G15050

Exhibit I-D (ii)

Area	Block No.	Structure	Complex ID No.	Authority No.	FW Lease	Operator	Approval Date	Associated Assets
EI	188	JE	26052	G30268	G10736	Fieldwood Energy LLC	04/18/14	EI 187 JC001, JD001, JD002, 002 & JE002
HI	120	A-PROCESS	10450	G30270	G01848	Fieldwood Energy LLC	08/06/14	WC 295 A001 & A002
SM	132	B	21982	G30329	G02282	Fieldwood Energy LLC	05/06/19	SM 136 C007, SM 149 C001, C002 & C004
ST	206	A	23851	G30291	G05612	Fieldwood Energy LLC	12/11/15	ST 205 G001 & G003
SM	10	A	20706	G30365	G01181	Fieldwood Energy LLC		

Exhibit I-E

Call Sign:

KKS457

WQFI654

WQGX432

WPSH741

KNDQ614

WPXX340

Contract Type	Contract Date	Contract Title	Contract Description
Land	8/7/1953	UA	HI 179 Unit Agreement
Land	10/27/1954	Unit Agreement No. 14-08-001-20221	Grand Isle CATCO Unit Agreement, dated October 27, 1954, between Continental Oil Company and The Atlantic Refining Company, Tide Water Associated Oil Company and Cities Service Oil Company.; Unit No. 891002021
Land	5/1/1995	Unit Operating Agreement	Amendment-to Unit Operating Agreement, dated effective May 1, 1995, by and between Conoco Inc., Vastar Resources, Inc., Texaco Exploration and Production Inc. and Oxy USA Inc.
Land	11/21/1955	Unit Agreement No. 14-08-001-2454	West Delta-Grand Isle Unit Agreement, dated November 21, 1955, between Continental Oil Company, as unit operator, and The Atlantic Refining Company, Tidewater Associated Oil Company and Cities Service Production Company, as non-operators, as amended ; Unit No. 891002454
Land	4/10/1956	Unit Agreement	Unit No. 891002891
Land	12/4/1958	OPERATING AGREEMENT	OPERATING AGREEMENT BY AND BETWEEN THE TEXAS COMPANY AND PAN AMERICAN PETROLEUM CORPORATION , AS AMENDED
Land	12/4/1958	Operating Agreement	Operating Agreement eff. 12/4/58
Land	7/25/1960	Operating Agreement	Operating Agreement, dated effective July 25, 1960, as amended, between Second Mobil Oil Company, Inc., Gulf Oil 'Corporation, and Humble Oil & Refining Company, as amended, SS 169 Field.
Land	8/3/1964	UOA	Operating Agreement eff. 8-3-64
Land	11/2/1964	UA	EI 266 Unit Agreement
Land	1/12/1965	Joint Operating Agreement	Main Agreement, dated effective January 12, 1965, between Cities Service Oil Company, Skelly Oil Company, Sunray DX Oil Company and Tidewater Oil Company, governing operations on the contract area. The Operating Agreement contained in Exhibit "C" of the Main Agreement was superseded by the Joint Operating Agreement listed below.
Land	1/21/1966	Unit Agreement No. 14-08-001-8784	Unit No. 891008784
Land	2/26/1966	Offshore Operating Agreement	Operating Agreement by and between Hardy Oil & Gas USA Inc., As Operator and British-Borneo Exploration, Inc. and Zilkha Energy Company, As Non-Operators
Land	6/10/1966	Unit Operating Agreement Ship Shoal	SS 271 Unit Operating Agreement (Unit#891008784) As Amended, originally by and between Forest Oil Corp. as Operator, and Texas Gas Exploration Corp. et al as Non-Operators
Land	2/6/1967	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN CONTINENTAL OIL COMPANY AND TENNECO OIL COMPANY ET AL, AS AMENDED
Land	1/1/1971	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC., MESA PETROLEUM CO., ET AL.
Land	2/1/1971	Joint Operating Agreement	Operating Agreement, dated February 1, 1971, between Tenneco Oil Company and Texaco Inc. Amendment to Operating Agreement, dated effective May 1, 1974, between Tenneco Oil Company, Texaco Inc. and Tenneco Exploration 11, Ltd., whereby Tenneco Exploration II became a party to, and ratified, the operating agreement.
Land	1/1/1972	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SIGNAL OIL AND GAS COMPANY AND THE LOUISIANA LAND AND EXPLORATION COMPANY, ET AL.
Land	3/24/1972	Unit Agreement	SP 65 G G-1 Unit Res B Unit Agreement
Land	5/18/1972	Unit Agreement	SP 65 G G-1 Unit Res A Unit Agreement
Land	5/18/1972	Unit Agreement	SP 65 G2-G3 Unit Agreement
Land	1/1/1973	Offshore Operating Agreement	Offshore Operating Agreement* (VR 369/386+) *Unit Operating Agreement supersedes JOperating Agreement 1/1/1973
Land	8/1/1973	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN MOBIL OIL CORPORATION AND UNION OIL COMPANY OF CALIFORNIA ET AL

Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8-1-73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	8/1/1973	Offshore Operating Agreement	Operating Agreement eff. 8/1/73
Land	5/1/1974	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	7/1/1974	Joint Operating Agreement	OPERATING AGREEMENT DATED JULY 1, 1974, BY AND BETWEEN MOBIL OIL CORPORATION, UNION OIL COMPANY OF CALIFORNIA, TEXAS GAS EXPLORATION CORPORATION, AMOCO PRODUCTION COMPANY AND NORTHWEST MUTUAL LIFE INSURANCE COMPANY, AS AMENDED.
Land	9/3/1974	FO	Farmout Agreement by and between CNG Producing Company, Columbia Gas Development Corporation and Forest Oil Corporation
Land	12/1/1974	Joint Operating Agreement	PENNZOIL OFFSHORE GAS OPERATORS, INC. AND PENNZOIL LOUISIANA AND TEXAS OFFSHORE, INC. ET AL
Land	4/23/1975	Joint Operating Agreement	Operating Agreement eff. 4-23-75
Land	3/1/1976	Joint Operating Agreement	Operating Agreement eff. 3-1-76 b/b POGO, Mesa and Mobil, et al
Land	4/1/1976	Joint Operating Agreement	Operating Agreement eff. 4-1-76 as amended
Land	4/1/1977	Unit Operating Agreement	UNIT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION , APACHE CORPORATION, ET AL.
Land	4/1/1977	Unit Agreement No. 14-08-0001-16943	Unit Agreement, JD Sand, Reservoir A, Eugene Island Block 330 Field (Unit Number 891016943), dated effective April 1,1977, naming Pennzoil Oil & Gas, Inc., as Operator, and Texaco Inc. and Shell Oil Company, as sub-operators
Land	12/12/1977	Unit Agreement	Unit Agreement (VR 369 Unit Area) 12/12/1977
Land	12/23/1977	Unit Operating Agreement	Unit Operating Agreement* (VR 369 Unit Area) *UOperating Agreement supersedes JOperating Agreement 12/23/1977
Land	1/1/1978	UOA	HI 179 Unit Operating Agreement
Land	5/2/1978	FO	FARMOUT AGREEMENT EFFECTIVE MAY 2, 1978, BY AND BETWEEN ENSERCH, FARMOR, AND ANADARKO, FARMEE.
Land	11/1/1978	OA	Operating Agreement eff. 11/1/78
Land	11/17/1978	FO	Farmout Agreement dated November 17,1978 between Gulf Oil Corporation and Shell Oil Company covering the Northeast Quarter (NE/4) of that certain Oil and Gas Lease dated July 1,1967 bearing Serial No. OCS-G 1609, South Pass Area Block 61.
Land	3/1/1979	Joint Operating Agreement	OPERATING AGREEMENT DATED MARCH 1, 1979, BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA AND MOBIL OIL EXPLORATION & PRODUCTION SOUTHEAST INC.
Land	9/15/1979	Joint Operating Agreement	OPERATING AGREEMENT EFFECTIVE SEPTEMBER 15, 1979, BY AND BETWEEN ANADARKO PRODUCTION CO, AS OPERATOR, AND PAN EASTERN EXPLORATION COMPANY, DIAMOND SHAMROCK CORPORATION, COLUMBIA GAS DEVELOPMENT CORPORATION, TEXASGULF, INC, AND SAMEDAN OIL CORPORATION, NON-OPERATORS.
Land	12/1/1979	OFFSHORE OPERATING AGREEMENT	OFFSHORE OPERATING AGREEMENT b/b SHELL OIL COMPANYand FLORIDA EXPLORATION COMPANY, ET AL

Land	4/1/1981	Unit Operating Agreement	Unit Operating Agreement; dated April 1,1981, by and between Conoco Inc., Atlantic Richfield Company, Getty Oil Company, Cities Service Company, Placid Oil Company, Hamilton Brother Oil Company, Mobil Oil Exploration and Producing S.E., Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt Industries and Prosper Energy Corporation, comprising all working interest owners in the Ship ShOperating Agreementl Blocks 206, 207,,OCS-G:1523:ahd OCS-G 1523, respectively.
Land	9/1/1981	Joint Operating Agreement	Operating Agreement 9/1/1981
Land	9/1/1981	Joint Operating Agreement	Offshore Operating Agreement 9/1/1981
Land	1/1/1982	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SOHIO PETROLEUM COMPANY AND EXXON CORPORATION
Land	4/28/1982	Letter Agreement	Letter Agreement dated April 28,1982 between Gulf Oil Corporation and Shell Oil Company evidencing an agreement for Gulf Oil Company to install a Drilling Platform in the Northeast Quarter (NE/4) South Pass Area Block 61.
Land	11/1/1982	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF, 'N' SERIES	UNIT AGREEMENT BY AND BETWEEN CONOCO INC. AND CITIES SERVICE COMPANY ET AL
Land	1/1/1983	ORRI	Conveyance of Overriding Royalty Interests, dated effective January 1,1983, creating the Tel Offshore Trust, and granting an overriding royalty interest, equivalent to 25% net profits interest, in all of Tenneco Exploration, Ltd.'s oil and gas properties
Land	7/1/1983	UOA	EI 212 Unit Operating Agreement
Land	8/4/1983	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement effective August 4, 1984 BY AND BETWEEN APACHE CORPORATION AND SHELL OFFSHORE CONTIGUOUS BLOCK TO SHELL VENTURE PROPERTY THAT MAY TRIGGER AMI RESPONSIBILITY REGARDING FUTURE PURCHASE OR BID OF TRACTS COVERING GEOLOGIC STRUCTURE COMMON TO EXISTING SHELL VENTURE PROPERTY
Land	7/1/1984	Unit Agreement	UNIT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND FLORIDA EXPLORATION COMPANY ET AL
Land	7/1/1984	UOA	MP 310 Unit Operating Agreement
Land	1/1/1985	OA	Operating Agreement eff. 1/1/85
Land	6/3/1985	Consent to Assign	Consent to Assignment of Interest, dated June 3,1985, between Tenneco Exploration, Ltd. and Texaco Inc., as Grantors of Consent, and Huffco Petroleum, as Assignor, and L. S. Holding Company, AE Investments, Inc., Colton Gulf COperating Agreementst, Inc., and Huffco 1982 Exploration Limited Partnership, as Assignees, assigning all of Huffco Petroleum's record title interest to the Assignees.
Land	5/1/1986	Assignment	Assignment, dated effective May 1,1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Plumb Offshore, Inc., subject to the reservation of an overriding royalty interest.
Land	7/2/1986	FARMOUT AGREEMENT	Farmout Agreement 7/2/1986
Land	10/31/1986	Assignment	Assignment of Interest, dated effective October 31,1986, whereby Tenneco Exploration, Ltd. transferred all of its interests in Block 342, Eugene Island Area, Official Leasing Map No. 4A, to Tenneco Oil Company.
Land	11/2/1987	SIMULTANEOUS EXCHANGE AGREEMENT	EXCHANGE AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC AND CONOCO INC
Land	3/3/1988	PA	PARTICIPATION AGREEMENT EFFECTIVE MARCH 3, 1988, BY AND BETWEEN WESTPORT OIL AND GAS COMPANY, INC, AND BASIN EXPLORATION, INC.
Land	6/7/1988	UA	EI 212 Unit Agreement
Land	10/31/1988	FO	Farmout Agreement 10/31/1988
Land	1/1/1989	OPERATING AGREEMENT	WD/GI UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	GI CATCO UOA - CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL

Exhibit I-F

Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	OPERATING AGREEMENT	CATCO OPERATING AGREEMENT BY AND BETWEEN CONOCO INC. AND ATLANTIC RICHFIELD COMPANY ET AL
Land	1/1/1989	UOA	EI 266 Unit Operating Agreement
Land	1/1/1989	OA	CATCO Operating Agreement eff. 1/1/89 by and between Conoco, Richfield, Texaco, et al
Land	1/1/1989	OA	Operating Agreement 1/1/89
Land	3/10/1989	FO	Ratification of Farmout Agreement 3/10/1989
Land	5/2/1989	Letter Agreement	Letter Agreement, dated May 2, 1989, between Southern Natural Gas Company and Chevron U.S.A. Inc., concerning the "Construction, Installation, Operation and Maintenance of Measurement and Pipeline Facilities " for receipt points at various locations on the OCS, including Main Pass 77 'A' platform (as amended). Consent Sec. 10.
Land	7/1/1989	OA	Operating Agreement eff. 7/1/89
Land	12/15/1989	FO	FARMOUT AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC., ET AL. AND CNG PRODUCING COMPANY
Land	7/1/1990	UA & UOA	MP 259 Unit Agreement and Unit Operating Agreement
Land	10/1/1990	Joint Operating Agreement	RATIFICATION AND AMENDMENT NUMBER 1 TO JOINT OPERATING AGREEMENT DATED OCTOBER 1, 1990, BY AND BETWEEN CONOCO INC. AND TEXAS PRODUCING INC.
Land	1/1/1991	PA	Offshore Participation Agreement, dated effective January 1, 1991, between Unocal Exploration Corporation, The Northwestern Mutual Life Insurance Company, and Hardy Oil & Gas USA Inc., BA A105.
Land	4/15/1991	OA	Operating Agreement eff. 4-15-91 b/b Conoco and Shell
Land	5/1/1991	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC., MOBIL OIL EXPLORATION & PRODUCING SOUTHEAST ET AL
Land	5/30/1991	UA	UNIT AGREEMENT, SOUTH TIMBALIER BLOCK 295 FIELD UNIT BY AND BETWEEN SHELL OFFSHORE INC. AND APACHE CORPORATION, ET AL.
Land	6/12/1991	UA	ST 295 UA EFF, 6-12-91
Land	8/15/1991	OA	HI A442 Operating Agreement C-02-0004194
Land	9/10/1991	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND EXXON CORPORATION
Land	10/1/1991	FO	FO and Operating Agreement dated 10/1/91 between Torch Energy Advisors Inc et al and Hall-Hosuton Oil Company
Land	4/1/1992	Unit Agreement	Unit Agreement for Outer Continental Shelf Exploration, Development and. Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf, Contract No. 754394018, as amended
Land	4/1/1992	Unit Agreement	Amendment to Unit Agreement. For Outer Continental Shelf Exploration, Development and Production Operations on the South Pass Block 60 Unit (Blocks 6,17, 59, 60, 66 and 67) South Pass Area, Offshore Louisiana Outer Continental Shelf (Contract No. 754394018) to expand the Unit Agreement to include the NE/4 of the NW/4 of Block 61, OCS-G 1609, South. Pass Area.
Land	5/2/1992	ABOS	Agreement and Bill of Sale, dated effective May 2, 1992, between Union Oil Company of California, as Seller, and The Northwestern Mutual Life Insurance Company and Hardy Oil & Gas USA Inc., as Buyers, selling 43.75% interest in the BA A-105 "A" Platform, equipment and pipeline, to NW Mutual 31.25%, and Hardy 12.50%.

Exhibit I-F

Land	6/25/1992	Letter Agreement	Letter Agreement, dated June 25, 1992, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana ", whereby Chevron obtained consent from Southern for Chevron to connect, operate and maintain pneumatic chart recorders on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	7/1/1992	Joint Operating Agreement	JOINT OPERATNG AGREEMENT BY AND BETWEEN ATLANTIC RICHFIELD COMPANY AND SAMEDAN OIL CORPORATION
Land	7/1/1992	OA	Operating Agreement 7-1-92 b/b Kerr-McGee and Samedan
Land	1/1/1993	Unit Operating Agreement	Unit Operating Agreement eff. 1-1-93
Land	2/15/1993	Letter Agreement	Letter Agreement, dated effective February 15, 1993, between Chevron U.S.A. Inc. ("Chevron") and Southern Natural Gas Company ("Southern"), concerning the "Interconnection of Pneumatic Chart Recorders Permit - Various Meter Stations, Offshore Louisiana", whereby Chevron and Southern agree to amend and replace Exhibit "A" to that certain Letter Agreement, dated June 25, 1992 (described hereinabove).
Land	4/2/1993	ABOS	Bill of Sale, dated April 2, 1993, from Southern Natural Gas Company ("Southern") to Chevron U.S.A. Inc. ("Purchaser"), whereby Southern sells to Purchaser certain Barton chart recorders and appurtenant equipment located at various on various of Southern's existing meter stations, offshore, Louisiana (including Main Pass Area Block 77 "A" platform).
Land	5/7/1993	Letter Agreement	Letter Agmt. dated 5-7-1993 b/b Shell Offshore Inc. and Freeport McMoRan Oil and Gas Company.
Land	6/1/1993	FO	Farmout Agmt. eff. 6-1-1993 b/b Shell Offshore Inc. and Samedan Oil Coporation.
Land	6/11/1993	Joint Operating Agreement	Operating Agreement eff. 6-11-1993 b/b Samedan Oil Corporation and British Borneo Exploration Inc., et al
Land	8/1/1993	Assignment	Assignment of Interest in Oil and Gas Lease (OCS-G 13944) effective date 08/01/93 from Anadarko Petroleum Corporation, Assignor, to Phillips Petroleum Company, Assignee, 50% of its right, title and interest in OCS-G 13944, GI Block 116, South Addition.
Land	8/16/1993	Joint Operating Agreement	Amendment to Operating Agreement, dated August 16, 1993, between Express Acquisition Company and Torch Energy Advisors Inc.
Land	12/30/1993	OA	WD 90, WD 103 Operating AgreementS 12-30-1993
Land	1/1/1994	Joint Operating Agreement	BP EXPLORATION & OIL INC. AND SHELL OFFSHORE INC ET AL
Land	1/1/1994	Co-Development Agreement and Amendment to Unit Operating Agreement	Co-Development Agreement and Amendment to Unit Operating Agreement originally by and between CNG Producing Company & Columbia Gas Development Corp., et al
Land	1/21/1994	Unit Operating Agreement	Unit Operating Agreement for the Viosca Knoll .252 Unit, by and between Samedan Oil Corporation, as Operator, and Continental Land & "Fur Co., Inc., dated effective January 21, 1994. Preferential Right to Purchase - 15 Days. (Section 26.2)
Land	2/1/1994	JOA	JOperating Agreement eff. 2/1/94
Land	2/10/1994	JDA	JOINT DEVELOPMENT AGREEMENT DATED FEBRUARY 10, 1994, BY AND BETWEEN PENNZOIL EXPLORATION AND PRODUCTION COMPANY, SONAT EXPLORATION COMPANY AND UNION OIL COMPANY OF CALIFORNIA - TERMINATED BY LETTER AGREEMENT DATED MARCH 10, 1999.
Land	2/11/1994	Unit Agreement	Unit Agreement For Outer Continental Shelf Exploration, Development and Production Operations on the Viosca Knoll 252 Unit designated Contract No. 754394013, by the Minerals Management Service, dated effective February 11, 1994, executed by Samedan Oil Corporation (as Unit Operator) and Chevron U.S.A. Inc. (as a working interest owner).
Land	6/1/1994	Joint Operating Agreement	OPERATING AGREEMENT DATED JUNE 1, 1994, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, AND DALEN RESOURCES OIL & GAS CO.

Exhibit I-F

Land	6/6/1994	Letter Agreement	Letter Agreement, dated June 6, 1994, whereby Chevron U.S.A. Inc. approves, adopts and recognizes the Unit Operating Agreement, dated January 21, 1994 for the Viosca Knoll 252 Unit
Land	6/9/1994	Letter Agreement	Letter Agreement, dated June 9, 1994, by and between Chevron U.S.A. Inc., Samedan Oil Corporation and Continental Land & Fur Co., Inc.
Land	6/24/1994	OA	Operating Agreement eff. 6-24-94
Land	7/1/1994	OA	Operating Agreement 7/1/1974
Land	7/7/1994	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN POGO PRODUCING COMPANY AND COCKRELL OIL AND GAS, L.P., ET AL
Land	7/15/1994	Letter Agreement	LETTER AGREEMENT DATED JULY 15, 1994 BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY.
Land	9/1/1994	UOA	EI 89 Field UOperating Agreement 9/1/94
Land	9/1/1994	FARMOUT AGREEMENT	Farmout Agmt Eff. 9-1-94
Land	10/19/1994	JDA	Joint Venture Development Agreement, dated October 19, 1994, between Norcen Explorer, Inc. and Texaco Exploration and Production, Inc. forming a working-interest unit comprising portions of Ship ShOperating Agreement Block 206 and OCS-G 1523, Ship ShOperating Agreement Block 207;
Land	11/16/1994	JDA	Joint Venture Development Agreement, dated November 16, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration SoProducing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreement Area.
Land	11/30/1994	JDA	Amendment to Joint Venture Development Agreement, dated November 30, 1994, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreement Area.
Land	3/28/1995	Letter Agreement	LETTER AGREEMENT DATED MARCH 28, 1995, BY AND BETWEEN STONE ENERGY CORPORATION AND DAVID U. MELOY, ET AL.
Land	4/6/1995	JDA	Amendment to Joint Venture Development Agreement, dated April 6, 1995, between Norcen Explorer, Inc., Texaco Exploration and Production, Inc., Hunt Industries, The George R. Brown Partnership, JOC Venture, Lamar Hunt Trust Estate, Mobil Oil Exploration & Producing Southeast Inc., and Hunt Oil Company, covering all of Blocks 206 and 207 Ship ShOperating Agreement Area.
Land	5/1/1995	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MAY 1, 1995, BY AND BETWEEN CONOCO INC. AND VASTAR RESOURCES, INC., ET AL.
Land	5/1/1995	Unit Operating Agreement	Grand Isle CATCO Unit Operating Agreement Amendment for the GI 41 A Platform, dated May 1, 1995, between Conoco Inc., Atlantic Richfield Company, Texaco Producing Inc. and OXY USA Inc.
Land	7/1/1995	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT EFFECTIVE JULY 1, 1995, BY AND BETWEEN NORCEN EXPLORER, INC, OPERATOR, DALEN RESOURCES OIL & GAS CO AND GLOBAL NATURAL RESOURCES CORPORATION OF NEVADA COVERING PORTIONS OF BLOCK 117 AND 118, EUGENE ISLAND, AS AMENDED TO EXCLUDE JOINT DEVELOPMENT ACREAGE.
Land	10/1/1995	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN AMERADA HESS CORPORATION AND VASTAR RESOURCES INC.
Land	11/8/1995	Letter Agreement	LETTER AGREEMENT BY AND BETWEEN FORCENERGY GAS EXPLORATION INC. AND ENERGY INVESTMENTS INC.
Land	12/14/1995	LOI	REVISED LETTER OF INTENT (FARMOUT) DATED DECEMBER 14, 1995, BY AND BETWEEN ENSERCH EXPLORATION, INC, AND PETROBRAS AMERICA, INC.

Exhibit I-F

Land	2/23/1996	JOINT DEVELOPMENT AGREEMENT	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN APACHE CORPORATION, W & T, DEVON, NCX
Land	3/7/1996	Conditional Letter of Acceptance to Exploration Agreement	Letter Agreement by and between Hardy Oil & Gas USA, Inc., British-Borneo Exploration by Hardy Oil & Gas USA, inc., British Borneo Exploration, Inc. and Zilkha Energy Company
Land	3/7/1996	JDA	JOINT DEVELOPMENT AREA AGREEMENT DATED MARCH 7, 1996, BY AND BETWEEN LOUISIANA LAND AND EXPLORATION COMPANY AND ENSERCH EXPLORATION, INC, ET AL COVERING PORTIONS OF BLOCKS 107, 108, 118 AND 117, EUGENE ISLAND.
Land	9/1/1996	Joint Operating Agreement	JOA BY AND BETWEEN CAIRNE ENERGY USA, INC. AND NORCEN EXPLORER, INC. ET AL.
Land	9/1/1996	OA	Offshore Operating Agreement 9/1/1996
Land	9/3/1996	OA	Operating Agreement (depths below 9000' on VR 392 & VR 408; and all depths VR 407) 9/3/1996
Land	12/15/1996	OA	Operating Agreement eff. 12-15-96 b/b Vastar and Union
Land	1/3/1997	Joint Operating Agreement	Operating Agreement eff. 1-3-1977 b/b Transco Exploration Company, as Operator, and Freeport Oil Company, Energy Development Corporation, Pioneer Production Corporation, et al
Land	1/21/1997	Assignment	Assignment of Record Title effective date 01/21/97 from Phillips Petroleum Company to SOI. SOI will acquire a 50.0% of 6/6ths interest in OCS-G 13944, GI Block 116, South Addition.
Land	1/21/1997	PSA	Purchase and Sale Agreement between Phillips Petroleum Company ("Seller") and SOI ("Purchaser"), whereby Phillips reserves a proportionately reduced 10% of 6/6ths Overriding Royalty Interest in OCS-G 13944, effective date 01/21/97
Land	5/1/1997	Joint Operating Agreement	Amendment to Operating Agreement, dated effective May 1, 1997, between GOM Shelf, LLC, and ChevronTexaco and Kerr-McGee Oil & Gas Corporation, amending Exhibit "A" to reflect a new division of interest.
Land	7/7/1997	Letter Agreement	Letter Agreement, dated July 7, 1997, by and between Chevron U.S.A. Inc. and Samedan Oil Corporation, concerning of the OCS-G 10930 Well #1 in Viosca Knoll Block 251 to a proposed depth of 22,500' and certain earning and assignment provisions, more fully described therein.
Land	10/1/1997	UOA	MI 623 Unit Operating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res A UOperating Agreement
Land	10/1/1997	UOA	SP 65 G G-1 Unit Res B UOperating Agreement
Land	10/1/1997	UOA	SP 65 G2-G3 UOperating Agreement
Land	10/1/1997	OA	SP 61, 70 Joint Operating Agreement eff. 10-1-97
Land	12/18/1997	PA	PARTICIPATION AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC.
Land	2/1/1998	Joint Operating Agreement	OPERATING AGREEMENT BY AND BETWEEN SHELL OFFSHORE INC. AND WESTPORT OIL AND GAS COMPANY INC
Land	2/28/1998	Letter Agreement	Letter Agreement dated 02/28/98 between CNG Producing Company, et al, and SOI and Anadarko Petroleum Corporation, whereby SOI acquires 50% working interest in GI Block 110.
Land	3/1/1998	Unit Operating Agreement	UNIT OPERATING AGREEMENT DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION AND SHELL OFFSHORE INC.
Land	3/1/1998	Unit Agreement	UNIT AGREEMENT FOR OUTER CONTINENTAL SHELF EXPLORATION, DEVELOPMENT, AND PRODUCTION OPERATIONS ON THE GRAND ISLE BLOCK 116 UNIT, DATED MARCH 1, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, AND SHELL OFFSHORE INC.
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 111OCS-G18069, GI 116 OCS-G 13944, GI 110OCS-G13943.

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Land	3/1/1998	Assignment	Record Title Assignment of Oil and Gas Lease (OCS-G 13943) effective date 03/01/98 whereby BHP Petroleum (GOM) Inc., (Assignor) assigns to SOI and Anadarko Petroleum Corporation (Assignees) a 25% of 6/6ths, equally to Assignees, being of all right, title and interest, covering OCS-G 13943, GI Block 110, South Addition.
Land	3/1/1998	ORRI	Assignment of Overriding Royalty Interest, dated effective 03/01/98, whereby ANADARKO and SOI assigns 1 % (of 6/6ths) ORRI to BHP, CNG and Amoco, re: GI 111OCS-G18069, GI 116 OCS-G 13944, GI 110OCS-G13943.
Land	3/2/1998	LA	LETTER AGREEMENT DATED MARCH 2, 1998, BY AND BETWEEN ANADARKO PETROLEUM CORPORATION, ET AL, AND AMOCO PRODUCTION COMPANY, ET AL.
Land	3/3/1998	PA	PARTICIPATION AGREEMENT BY AND BETWEEN WESTPORT OIL AND GAS COMPANY INC. AND BASIN EXPLORATION INC
Land	3/13/1998	Joint Operating Agreement	AMENDMENT TO OPERATING AGREEMENT DATED MARCH 13, 1998, BY AND BETWEEN TEXACO EXPLORATION AND PRODUCTION INC. AND VASTAR RESOURCES, INC.
Land	4/1/1998	JVA	JOINT VENTURE AGREEMENT - SPECTER PROSPECT DATED APRIL 1, 1998 BY AND BETWEEN SHELL OFFSHORE, INC. AND ELF EXPLORATION INC. ET AL., as amended.
Land	4/1/1998	Joint Operating Agreement	OFFSHORE OPERATING AGREEMENT DATED APRIL 1, 1998, BY AND BETWEEN SHELL OFFSHORE INC. AND SNYDER OIL CORPORATION, ET AL.
Land	4/6/1998	Letter Agreement	LETTER (ELF OFFERS NIPPON PART OF THE COoperating AgreementSTAL INTEREST) DATED APRIL 6, 1998, BY AND BETWEEN ELF EXPLORATION INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED
Land	4/6/1998	JVA	AMENDMENT TO JOINT VENTURE AGREEMENT- ELF ASSUMES COoperating AgreementSTAL POSISTION DATED APRIL 6, 1998 ELF EXPLORATION INC. AND COoperating AgreementSTAL O&G CORPORATION.
Land	4/7/1998	Assignment	Assignment of Record Title Interest, dated 4/7/98, whereby SOI assigns 12.5% Record Title to OBI regarding GI 116, OCS-G 13944.
Land	4/10/1998	FO	FARMOUT AGREEMENT DATED APRIL 10, 1998, BY AND BETWEEN COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	4/13/1998	Letter Agreement	LETTER- NIPPON TAKES ITS SHARE OF COoperating AgreementSTAL F/O & SHARE OF ELF'S INTEREST DATED APRIL 13, 1998, BY AND BETWEEN ELF EXPLORATION INC., COoperating AgreementSTAL O&G CORPORATION AND NIPPON OIL EXPLORATION U.S.A. LIMITED.
Land	7/1/1998	Farmout Agreement	FO by and between Energy Development Corp & Juniper Energy Kp
Land	7/12/1998	Joint Operating Agreement	JOINT OPERATING AGREEMENT DATED JULY 12, 1998 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/5/1998	JVA	ADDENDUM TO JOINT VENTURE AGREEMENT DATED NOVEMBER 5, 1998, BY AND BETWEEN SHELL OFSSHORE INC. AND NIPPON OIL EXPLORATION U.S.A. LIMITED, ET AL.
Land	2/11/1999	OA	Operating Agreement eff. 2-11-99
Land	6/1/1999	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST BY AND BETWEEN OCEAN ENERGY INC. AND DUKE ENERGY HYDROCARBONS, LLC
Land	8/5/1999	EA	EXPLORATION AGREEMENT DATED AUGUST 5, 1999 BY AND BETWEEN RANGER OIL COMPANY, THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	11/18/1999	Letter Agreement	Letter Agreement, dated November. 18, 1999, by and between Chevron U.S.A. tic. and Samedan Oil Corporatidri being a COPAS Amendment to Unit Operating Agreement for the Viosca Knoll 252 Unit concerning Subpart (i;) of Section m. "Overhead", andimade effective January 1,2000.
Land	12/1/1999	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN FORCENERGY INC. AND MAKO OFFSHORE EXPLORATION, INC., ET AL.

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Land	12/15/1999	Joint Operating Agreement	Operating Agreement, Main Pass Area, Blocks 77 and 78, Gulf of Meidco, dated effective November 1, 1980, between Gulf Oil Corporation, Texoma Production Company, The Anschutz Corporation, NICOR Exploration Company, and The Superior Oil Company, covering the federal Oil and Gas Lease OCS-G 4481, Blocks 77 and 78 Main Pass Area, Offshore Louisiana, a true copy of the original is recorded in C.O.B. 592, Folio 658, Plaquemines Parish, Louisiana.
Land	12/15/1999	Letter Agreement	Letter Agreement, dated December 15, 1999, between Apache Corporation, Chevron U.S.A. Production Company, Kelley Oil Corporation, Key Production Company, Mobil Exploration & Producing U.S. Inc. and Sabco Oil and Gas Corporation, regarding the OCS-G 4481 #A-23 Well, Main Pass Block 77, Main Pass Block 151 Field, Offshore. LA. Note: only have Key's executed cop
Land	1/1/2000	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN OCEAN ENERGY, INC., MCMORAN OIL & GAS LLC., ET AL.
Land	1/31/2000	FO	Farmout Letter Agreement 1/31/2000
Land	2/7/2000	OA	Operating Agreement eff. 2-7-00
Land	5/1/2000	OA	Operating Agreement eff. 5/1/00
Land	8/4/2000	FO	Farmout Agreement 8/4/2000
Land	11/17/2000	PA	Participation Agreement and Operating Agreement 11-17-00 b/b Samedan and Stone
Land	12/8/2000	Letter Agreement	Letter Agreement, dated December 8, 2000 (effective December 1, 2000), by and between Chevron U.S.A. Inc. and Williams Field Services - Gulf COperating Agreementst Company, L.P., whereby Chevron U.S.A. Inc. consents to an assignment by Williams Field Services - Gulf COperating Agreementst Company, L.P., to its affiliate, Williams Mobile Bay Producer Services, L.L.C.
Land	1/11/2001	LETTER AGREEMENT	Letter, dated January 11, 2001, from the United States Department of the Interior, Minerals Management Serviceto Chevron U.S.A. Inc., approving the initial participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective November 8, 2000
Land	6/1/2001	OA	Offshore Operating Agreement 6/1/2001
Land	6/15/2001	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN TEXACO EXPLORATION AND RWE PERTROLEUM COMPANY ET AL
Land	6/15/2001	JDA	JOINT DEVELOPMENT AGREEMENT EFFECTIVE JUNE 15, 2001, BY AND BETWEEN RME PETROLEUM COMPANY AND W&T OFFSHORE, INC, "SM280 OWNERS" AND RME ET AL "SM 281 OWNERS" AND THAT CERTAIN JOINT OPERATING AGREEMENT ATTACHED THERETO AS EXHIBIT "B".
Land	10/1/2001	OA	Joint Operating Agreement, dated effective October 1, 2001, between Union Oil Company of California and Forest Oil Corporation, covering OCS-G 2282, South Marsh Island Block 132.
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	10/1/2001	OA	Operating Agreement eff. 10-1-01 b/b Union and Forest
Land	11/3/2001	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
Land	1/9/2002	Letter Agreement	Letter, dated January 9, 2002, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394bl'3, effective December 1, 2001.
Land	3/1/2002	FO	Farmout Agmt. eff. 3-1-2002 b/b Samedan Oil Corporation (Farmor) and Pure Resources, L.P. (Farmee)
Land	8/23/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc., as Operator, and Spinnaker Exploration Company, L.L.C., as Non-Operator

Land	8/30/2002	Assignment	Assignment of Record Title Interest, approved 8/30/2002, whereby SOI assigns unto OBJ, covering GI 110 OCS-G 13943.
Land	9/20/2002	Assignment	Assignment of Operating Rights, approved 9/20/2002, whereby SOI assigns unto OEI, covering GI 110, OCS-G 13943.
Land	12/18/2002	Pooling Agreement	POOLING AGREEMENT DATED DECEMBER 18, 2002, BY AND BETWEEN THE STATE OF TEXAS AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	12/20/2002	Joint Operating Agreement	Joint Operating Agreement by and between Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC
Land	2/24/2003	OA	PA and Joint Operating Agreement dated 2/24/03 between Hunt Petroleum (AEC), Inc. and LLOG Exploraiton Offshore, Inc
Land	3/31/2003	Letter Agreement	Letter Agreement, dated March 31, 2003, between Chevron U.S.A. Inc., Sabco Oil and Gas Corporation, Apache Corporation, ExxonMobil Production Company, Key Production Company and Contour Energy Company regarding Second Opportunity to Participate - Election to Acquire^Non-Participating Interest, in the MP77 OCS-G 4481 A-6 TTPG, Project No. UWGHP-R3011, Cost Center UCP170500, Main Pass Block 77. Key Production Company election.
Land	5/1/2003	Joint Operating Agreement	Offshore Operating Agreement dated May 1, 2003 between Magnum Hunter Production, Inc, and Westport Resources Corporation et al
Land	5/19/2003	JOA	JOperating Agreement eff. 5/19/03
Land	5/19/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between FIELDWOOD ENERGY OFFSHORE LLC(SUCCESSOR TO GRYPHON EXPLORATION COMPANY) ANDAPACHE CORPORATION (SUCCESSOR TO SPINNAKER EXPLORATION COMPANY, L.L.C.)
Land	6/9/2003	PA	Participation Agmt. eff. 6-9-2003 b/b Samedan Oil Corporation and CLK Company
Land	8/7/2003	PA	Exploration Participation Agreement, dated August 7, 2003, by and between Chevron U.S.A. Inc. and Westport Resources Corporation, as amended, concerning certain Offshore Continental Shelf properties, all as is more fully, provided for and described therein.
Land	9/25/2003	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Chevron USA
Land	1/1/2004	FO	FARMOUT AGREEMENT DATED JANUARY 21, 2004, BY AND BETWEEN CHEVRON USA INC. AND BP AMERICA PRODUCTION COMPANY.
Land	1/7/2004	FO	FARMOUT AGREEMENT BY AND BETWEEN CHEVRON U.S.A. INC., ET AL. AND BP AMERICA PRODUCTION COMPANY, ET AL.
Land	1/7/2004	Area of Mutual Interest Agreement	Area of Mutual Interest Agreement by and between Apache Corporation and Shell Offshore et al
Land	2/25/2004	FO	Farmout Agmt eff. 2-25-2004 b/b Forest Oil Corporation, Texas Standard Oil Company, Noble Energy, Inc. and Pioneer Natural Resources USA, Inc., as Farmors, and Houston Energy, L.P., as Farmee
Land	2/25/2004	Joint Operating Agreement	Ratification and Amdt. Of Operating Agreement eff. 2-25-2004 b/b Forest Oil Corporation et al
Land	3/18/2004	PSA	PSA dated 3-18-04 but eff. 9-1-2003 b/b Noble Energy, Inc. and Northstar Gulfsands, LLC
Land	3/25/2004	JVA	Amendment to Joint Venture Development Agreement, dated. March 25, 2004 between Anadarko E 8t P Company LP: Chevron U.S.A. Inc.; Hunt Oil Company, Hunt Petroleum, the George,R..Brown Partnership LP, Offshore Investment ,Cov and the Lamar Hunt Trust Estate,, whereby the Unit 'was expanded
Land	4/1/2004	Joint Operating Agreement	AMENDMENT OF JOINT OPERATING AGREEMENT DATED APRIL 1, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	4/2/2004	Divestiture	ASSET SALE AGREEMENT DATED APRIL 2, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	4/19/2004	FO	Farmout Agreement by and between Newfield Exploration Company and Westport Resources Company, as Owners of WC 73, and Dominion Exploration & Production, Inc. and Spinnaker Exploration Company, LLC as Owners of WC 72

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Land	5/28/2004	Letter Agreement	Letter, dated May 28, 2004, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision to the participating area plat and Exhibit C for the Viosca Knoll 252 Unit, Agreement No. 754394013, effective December 1, 2003.
Land	6/1/2004	OA	Operating Agreement eff. 6-1-04 by and between Newfield Exploration Co & Triumph Energy LLC
Land	6/29/2004	Letter Agreement	LETTER AGREEMENT DATED JUNE 29, 2004, BY AND BETWEEN STONE ENERGY CORPORATION AND BP AMERICA PRODUCTION COMPANY.
Land	7/20/2004	PHA	PHA eff. 7-20-2004 b/b Forest Oil Corporation, as operator and co-owner of the WD 34 A PF and Red Willow Offshore, LLC, et al, as producers
Land	7/27/2004	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporation and Applied Drilling Technology, Inc.
Land	8/1/2004	Unit Operating Agreement	Amendment and Supplement to Unit Operating Agreement for the Viosca Knoll 252 Unit, dated August 1, 2004, by and between Chevron U.S.A. Inc. and Noble Energy, Inc
Land	8/1/2004	OA	Operating Agreement 8/1/04
Land	8/11/2004	Notice	NOTICE OF ASSIGNMENT DATED AUGUST 11, 2004, BY AND BETWEEN CHEVRON USA INC. AND STONE ENERGY CORPORATION.
Land	8/24/2004	Letter Agreement	Letter Agreement dated August 24, 2004, between Chevron U.S.A. Inc. and Williams Field Services-Gulf Operating Agreements Company, L.P.
Land	9/7/2004	Settlement and Release Agreement	SETTLEMENT AND RELEASE AGREEMENT DATED SEPTEMBER 7, 2004, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/1/2004	OA	Operating Agreement eff. 10-1-04
Land	10/6/2004	LOI	LETTER OF INTENT DATED OCTOBER 6, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/7/2004	EA	EXPLORATION AGREEMENT DATED OCTOBER 7, 2004, BY AND BETWEEN THE HOUSTON EXPLORATION COMPANY AND SPINNAKER EXPLORATION COMPANY, L.L.C.
Land	10/14/2004	Letter Agreement	Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca Knoll 251 "A" Platform Cadillac Prospect and any Other Future Non-unit Production
Land	10/28/2004	PSA	PSA dated 10-28-2004 but eff. 7-1-2004 B/B Eni Deepwater LLC and Northstar Gulfsands, LLC
Land	11/1/2004	PA	Exploration Participation Agreement, dated November 1, 2004, by and between Chevron U.S.A. Inc. and Newfield Exploration Company, concerning certain Offshore Continental Shelf properties, all as is more fully provided for and described therein
Land	11/18/2004	Letter Agreement	Letter Agreement, dated November 18, 2004, between Chevron U.S.A. Inc. and Newfield Exploration Company, amending the terms of Letter Agreement, dated October 14, 2004, between Chevron U.S.A. Inc. and Noble Energy, Inc. concerning Production Handling Agreement Terms, Viosca Knoll 251 "A" Platform, Cadillac Prospect and any Other Future Non-unit Production:
Land	1/1/2005	VUA	VOLUNTARY UNIT AGREEMENT DATED JANUARY 1, 2005, BY AND BETWEEN SPINNAKER EXPLORATION COMPANY, L.L.C. AND THE HOUSTON EXPLORATION COMPANY AND GRYPHON EXPLORATION COMPANY.
Land	1/1/2005	Operating Agreement	Operating Agreement 1-1-05 by and between Maritech and Arena
Land	1/25/2005	Letter Agreement	Letter Agreement for the Operation and Ownership Transfer of Certain South Marsh Island Block 66 Facilities, dated effective January 25, 2005, between Transcontinental Gas Pipeline Corporation, as Seller, and Union Oil Company of California and Forest Oil Corporation, as Purchasers, for facilities and pipeline associated with "A" and "C" Platforms. NEVER CONSOMATED.

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Land	2/1/2005	Letter Agreement	Letter Agreement, dated February 1, 2005, between Union Oil Company of California and Forest Oil , covering OCS-G 2589, South Marsh Island Block 137, as the Unit Operating Agreement for South Marsh Island Block 137 Unit, identified as Unit Agreement No. 14-08-001-20237, replacing and superseding, effective October 1, 2001, that certain Unit Operating Agreement dated January 1, 1989 between Conoco Inc., Texaco Producing Inc. and Canadian OXY Offshore Production Company.
Land	3/28/2005	PA	PARTICIPATION AGREEMENT BY AND BETWEEN GOM SHELF LLC BY APACHE CORPORATION AND RIDGEWOOD ENERGY CORPORATION
Land	5/27/2005	Joint Operating Agreement	Operating Agmt eff. 5-27-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	5/28/2005	PA	Participation Agmt eff. 5-28-2005 b/b BP Exploration & Production Inc. and EOG Resources, Inc.
Land	8/2/2005	PSA	PURCHASE AND SALE AGREEMENT DATED AUGUST 2, 2005, BY AND BETWEEN BP AMERICA PRODUCTION COMPANY AND STONE ENERGY CORPORATION.
Land	10/25/2005	OA	Operating Agreement 10-25-05
Land	11/1/2005	JDA	JOINT DEVELOPMENT AGREEMENT BY AND BETWEEN MERIT ENERGY COMPANY AND STONE ENERGY CORPORATION ET AL
Land	11/1/2005	Partition and Redemption Agreement	Partitiion and Redemption Agmt. dated 11-1-2005 b/b Northstar Gulfsands, LLC and Gulfsands Petroleum USA, Inc.
Land	11/7/2005	Unit Agreement	Amendment to Unit Agreement, Viosca Knoll Block 252 Unit, Contract No. 754394013, dated November 7, 2005 (effective November 1, 2005) as approved by the Minerals Management Service by letter dated January 10, 2007, but made effective November 8, 2006, replacing Exhibits "A", "B" and "C" and Article 13.1 in its entirety (reduction of Unit Area)
Land	12/20/2005	Letter Agreement	Letter Agreement, dated December 20, 2005, between Noble Energy, Inc. and Ghevron U.S.A. Inc., being a consent to disclose confidential data
Land	2/22/2006	FO	Farmout Proposal Letter Agreement between The Houston Exploration Company and Noble Energy Inc. 2/22/2006
Land	3/1/2006	ABOS	ABOS eff. 3-1-2006 b/b Noble Energy, Inc. as Assignor and Coldren Resources LP as Assignee.
Land	4/4/2006	Joint Operating Agreement	STONE ENERGY CORPORATION AND GOM SHELF LLC, ET AL
Land	6/28/2006	OA	JOperating Agreement eff. 6-28-86
Land	7/24/2006	OA	Operating Agreement eff. 7-24-06
Land	10/17/2006	JOA	Operating Agreement eff. 10-17-06
Land	10/30/2006	FO	Farmout Agreement, dated effective October 30, 2006, between Chevron U.S.A. Inc., as Farmor, and Mariner Energy Resources, Inc., as farmee, covering S/2 of SM 149 (OCS-G 2592) and S/2 of SM 150 (005-016325) and limited to depths from the surface to the stratigraphic equivalent of 100' below the deepest depth drilled in the #1 Well as proposed.
Land	1/10/2007	Letter Agreement	Letter dated January 10, 2007, from the United States Department of the Interior, Minerals Management Service to Chevron U.S.A. Inc., approving a revision Exhibits "A", "B" and "C" reflecting a change in the Unit Area due to contraction provisions in the Viosca Knoll 252 Unit, Agreement No. 754394013.
Land	2/28/2007	FO	FO eff. 2/28/07 by and between Newfield and Apache
Land	4/3/2007	Confidentiality Agreement	Confidentiality Agreement by and between Apache Coporation, Samson Contour Energy and Shell Offshore
Land	5/17/2007	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN DEVON ENERGY PRODUCTION COMPANY, L.P. AND HUNT PETROLEUM CORPORATION, ET AL.
Land	9/21/2007	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATION and SENECA RESOURCES CORPORATION
Land	12/31/2007	PSA	PURCHASE AND SALE AGREEMENT BY AND BETWEEN GOM SHELF LLC AND WILD WELL CONTROL INC.

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Land	12/31/2007	Company Agreement	Company Agreement, dated effective December 31, 2007, between BP America Production Company, Chevron USA Inc. and GOM Shelf LLC, amending the Operating Agreements for certain jointly-owned Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 damaged by Hurricane Katrina.
Land	12/31/2007	PSA	Agreement for Purchase and Sale, effective December 31, 2007, between Chevron U.S.A. Inc., as Seller, and Wild Well Control, Inc., as Buyer, conveying Chevron's undivided interest in certain Facilities and Wells in GI 40, 41, 47, 48 and WD 69 and 70 to Wild Well Control for the purpose of decommissioning
Land	5/1/2008	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN MARINER ENERGY, INC. AND APACHE CORPORATION
Land	7/7/2008	Acquisition	Stock Purchase Agmt dated July 7, 2008 b/b Northstar E&P, LP and Dynamic Offshore Resources, LLC
Land	7/7/2008	Letter Agreement	VR 332 A5 Letter Agmt dated July 7, 2008 b/b Northstar Interests, L.C. and Dynamic Offshore Resources, LLC
LAND	7/15/2008	Participation Agreement	ST 311 Participation Agreement-Walter & APA-7-15-2008
LAND	7/15/2008	Assignment of ORRI	ST 311 Walter ORRI Assign.
Land	8/27/2008	FO	FARMOUT AGREEMENT BY AND BETWEEN PIESCES ENERGY LLC AND APACHE CORPORATION
Land	12/8/2008	Platform Sale	Platform Sale Agreement, WD 94 G Auxiliary Platform,,dated:effective December 8, 2008 between BP America' Production Company and GOM Shelf LLC, as-sellers, and Chevron USA Inc., as buyer.
Land	4/30/2009	OA	Operating Agreement eff. 4-30-09 Chevron USA, et al
Land	6/1/2009	FO	Farmout Agreement dated effective June 1, 2009, between Chevron U.S.A. Inc., and Phoenix Exploration Company, LP and Challenger Minerals Inc., covering OCS-G 32267, Chandeleur Block 42 and OCS-G 32268, Chandeleur Block 43, INSOFAR AND ONLY INSOFAR as they cover those depths from the surface to one hundred feet (100') below the deepest depth drilled and logged in the earning well.
Land	6/1/2009	OA	JOperating Agreement CA 42/43
Land	6/1/2009	OA	Operating Agreement eff. 6-1-09 Chevron USA, et al
Land	8/7/2009	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaiton and Houston Energy, L.P.
Land	12/14/2009	OPTION AGREEMENT	OPTION AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/1/2010	FARMOUT AGREEMENT	FARMOUT AGREEMENT b/b APACHE CORPORATIONand WALTER OIL & GAS CORPORATION, ET AL
Land	2/25/2010	OA	Operating Agreement eff. 2-25-10
Land	4/8/2010	Letter Agreement	Letter Agreement, dated 4/8/2010 between Shell Offshore Inc., Apache Corporation and Nippon Oil Exploration U.S.A. Limited amending the Unit Operating Agreement, dated March 1, 1998.
Land	6/1/2010	PA	Approval.of Revision of Participation Area, effective June 1, 2010, whereby the Grand Isle CATCO Unit was revised.
Land	6/1/2010	ABOS	Bill of Sale and Conveyance, effective June 1, 2010, whereby Chevron U.S.A. Inc. transferred certain Interests in Grand Isle Block 46, OCS-G 00132 N-I well/API No. 17-717-40959-00, certain interests in Grand Isle Block 46, OCS-G 00132 Platform, the line fill as of the effective date, and the Minerals Management Segment Number 15732 Pipeline as well as its associated Right of Way, equipment and facilities to GOM Shelf

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Land	7/23/2010	Confidentiality Agreement	Confidentiality Agreement by and between Apache Corporaotion and W & T Offshore Inc.
LAND	9/1/2010	OCS Exploration Venture	mp-295-Joint Venture Letter Agreement
Land	9/14/2010	Letter Agreement	CHEVRON USA INC. AND GOM SHELF LLC
Land	2/1/2011	ABOS	Assignment and Conveyance, dated effective February 1, 2011, between Harrigan Energy Partners, Inc., Assignor, and Chevron U.S.A. Inc. as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities; pipelines, equipment, contracts,, etc.; all as more fully described therein.
Land	3/15/2011	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND STONE ENERGY OFFSHORE LLC
Land	4/21/2011	PSA	Asset Purchase and Sale Agreement, dated April 21, 2011, but made effective February 1, 2011, between SabcoOil and Gas Corporation, as Seller, and Chevron U.S.A. Inc., as Purchaser, whereby Purchaser acquired 0.63149% of 0.83922% of 8/8ths of Seller's right title and interest in the Lease, together with Seller's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein.
Land	4/21/2011	ABOS	Assignment and BUI of Sale, dated April 21, 2011, but made effective February 1, 2011, between Sabco Oil and Gas Corporation, as Assignor/and Chevron U.S.A. Inc., as Assignee, covering Assignor's right, title and interest in the Lease, together with Assignor's interest in certain wells, facilities, pipelines, equipment, contracts, etc., all as more fully described therein
Land	8/25/2011	PARTICIPATION AGREEMENT	PARTICIPATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
LAND	9/20/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B-19 Slot, Wellbore Acquisition Agreement
Land	11/3/2011	Letter Agreement	Letter Agreement dated November 3, 2011 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Phoenix Exploration Company LP in that certain Farmout Agreement dated and made effective June 1, 2009, to Apache Corporation and Castex Offshore, Inc.
Land	11/3/2011	Letter Agreement	Letter Agreement, dated November 3, 2011, executed between Chevron U.S.A. Inc. (granting party) and Phoenix Exploration Company, LP, Apache Corporation and Castex Offshore, Inc. (grantees), being a conditional consent to assign.
LAND	11/17/2011	Assignment and Bill of Sale	MP 295, MP 296, MP 303, MP 304, MP 311, MP 312, MP 313 ABOS Stone to EPL 11-1-2011
LAND	12/1/2011	Participation Agreement	ST 311 Participation Agreement-Walter & APA & Castex-12-1-2011
LAND	12/15/2011	Slot and Well Bore Acquisition	MP 296 MP 296 B19 ST2 Slot & Well Bore Acq Agmt
Land	4/1/2012	PA	Approval of. Revision of Participation Area, effective April 1, 2012, whereby the Grand, Isle CATCO Unit was revised.
Land	5/1/2012	CONDENSATE TRANSPORT & SEPARATION AGREEMENT	CONDENSATE TRANSPORT & SEPARATION AGREEMENT b/b APACHE CORPORATIONand CASTEX OFFSHORE, INC., ET AL
Land	5/2/2012	Letter Agreement	Letter, dated May 2, 2012 between Newfield Exploration Company and Chevron U.S.A. Inc., being a waiver of confidentiality provision grant by Chevron in favor of Newfield;
Land	6/1/2012	PSA	Ratification of Purchase and Sale Agreement by Holders of Preferential Right to Purchase, dated effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc. and Dynamic Offshore Resources, LLC, as Preferential Right Purchasers, affecting that certain Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer.

Land	6/1/2012	ABOS	Conveyance, Assignment and Bill of Sale, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Assignor, and Chevron U.S.A. be. and Dynamic Offshore Resources, LLC, as Assignees, covering an undivided 0.83922% right, title and interest in certain property described in Exhibit "A" attached thereto, assigning 75.247% thereof to Chevron (0.63149% net) and 24.753% thereof to Dynamic (0.207.73%.net).
Land	6/27/2012	PSA	Purchase and Sale Agreement, dated June 27, 2012 but made effective June 1, 2012, between Key Production Company, Inc., as Seller, and Chevron U.S.A. Inc., as Buyer, covering all of Seller's right, title and interest in that certain Oil & Gas Lease bearing Serial No. OCS-G 448,1,), together with Seller's interest in certain wells, facilities, pipelines, equipment contracts, etc, all as more fully described therein.
Land	7/9/2012	Joint Operating Agreement	Offshore Operating Agreement (Ship ShOperating Agreement) 176 Prospect OCS-G 33646) Originally by and between Hall-Houston Exploration IV, L.P, as Operator and GOM Offshore Exploration I, LLC and Apache Corporation as Non-Operators
Land	8/1/2012	Throughput Capacity Lease Agreement	Fieldwood leases capacity to Arena for Barnacle Pipeline
Land	9/17/2012	PA	PARTICIPATION AGREEMENT BY AND BETWEEN APACHE CORPORATION AND WALTER OIL & GAS CORPORATION
LAND	12/20/2012	Farmout Agreement Extension Letter	MP 295 Extension 12-20-12
Land	2/1/2013	AREA OF MUTUAL INTEREST	AREA OF MUTUAL INTEREST AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Joint Operating Agreement	JOINT OPERATING AGREEMENT BY AND BETWEEN APACHE CORPORATION AND ENERGY XXI GOM, LLC
Land	2/1/2013	Data Agreement	Data Agreement effective 2-1-2013 by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and EXXI
LAND	2/1/2013	Memorandum of OA and Financing Statement	Primary Term Lands - MOA Recorded 01-2015 Revision
LAND	2/1/2013	Exploration Agreement	MP 296 EXXI Exploration Agreement\Exploration Agreement Apache & Energy XXI 2-1-2013 with Exhibits (less B)
LAND	2/22/2013	Exploration Agreement Letter	Heron Prospect (MP 295) Letter of Agreement 2-22-13
Land	3/15/2013	Exploration Venture	Exploration Venture for portions of VR 271 SM 87 by and between Fieldwood Energy Offshore LLC, Apache Corporation and Pisces Energy LLC
Land	6/1/2013	OA	Operating Agreement eff. 6-1-13 Castex, et al
Land	7/1/2013	Acquisition	PURCHASE AND SALE AGREEMENT by and among APACHE CORPORATION, APACHE SHELF, INC., and APACHE DEEPWATER LLC collectively as the Sellers, and FIELDWOOD ENERGY LLC as Buyer and GOM SHELF LLC Dated as of July 18, 2013
Land	7/1/2013	Acquisition	Acquisition by and between Fieldwood Energy LLC and Callon Petroleum Operating Co.
Land	7/1/2013	MOA	EI 136 Recorded Memorandum of Operating Agreement and Financing Statement
Land	7/1/2013	Joint Operating Agreement	EI 136 Operating Agreement covering depths below 19,135' SSTVD
Land	7/1/2013	Joint Operating Agreement	JOperating Agreement covering OCS-G 32264 MP 302
Land	7/1/2013	Stipulation and Corrective Assignment	Stipulates the interest held by Apache Offshore Petroleum Limited Partnership, Fieldwood Energy LLC and Third parties
Land	7/1/2013	Assignment of Federal OCS Pipeline Right of Way	Assignment of Pipeline ROW Apache to Fieldwood LLC
Land	9/9/2013	Amendment No. 1 Bar Prospect Offshore Operating Agreement	Amends certain JOperating Agreement dated 02/01/2013
Land	9/30/2013	Acquisition	Purchased GOM Shelf as a company from Apache
LAND	10/16/2013	Fabrication Agreement	ST 311 A Platform Construction Contract Gulf Island LLC and Walter Oil and Gas dtd 10-16-13

Land	10/25/2013	Letter Agreement	Letter Agreement dated October 25, 2013 evidencing Chevron U.S.A. Inc.'s consent to an assignment of interest from Apache Corporation in that-certain Farmout Agreement dated and made effective June 1, 2009, to Fieldwood Energy LLC.
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and EPL Oil & Gas, LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/4/2013	Extension Request - Slot Rental Agreement	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC - Amends certain Slot Rental Agreement dated 12/26/2012
Land	12/16/2013	Joint Operating Agreement	TANA EXPLORATION COMPANY LLC AND APACHE CORPORATION
Land	12/28/2013	Well Proposal	Letter proposing well B-19 MP 302 well by and between Fieldwood Energy LLC, GOM Shelf LLC, Apache Corporation and Apache Shelf Exploration LLC
Land	12/30/2013	Withdrawal Agreement	Withdrawal Agreement by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	1/10/2014	Prospect Proposal	Gilligan & Bingo: Stone offering of prospects to Fieldwood Fieldwood election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	2/5/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC and Black Elk Energy Offshore Operations, LLC: Leases where Fieldwood was the operator and Black Elk held interest. Exception is ST 53 where Black Elk was the Operator.
LAND	3/1/2014	Contract Operating Agreement	ST 320 Contract Operating Agreement dtd 3-1-14
Land	3/13/2014	Casing Point Election Letter MP 302 B-19 Well	by and between Fieldwood Energy LLC, GOM Shelf LLC and Apache Shelf Exploration LLC: Proposal to run casing and election by Apache
Land	3/13/2014	Contract Operations Agreement	Pursuant to change in operatorship per that PSA btw SandRidge and Black Elk
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/24/2014	Prospect Proposal	Gilligan & Bingo: Stone requesting extension and fieldwood's election
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	3/28/2014	Prospect Proposal	Proposal Amendment and Various requests for extension from Stone and election by Fieldwood
Land	4/1/2014	FO	Farmout Agreement: OCS-G 13576; East Cameron Block 71 (Limited to the NE/4 of the block and a Contract Area created to include the Farmout Area and EC 58 S/2)
Land	4/16/2014	Settlement Agreement and Release	Settlement Agreement and Release - SS 198/VR 369/VR 408/ SP 8/13
Land	4/23/2014	Letters of No Objection	Letters of No Objection, Lease & Pipeline Crossings: Appies to ST 276, 296 & 311, includes indemnification
Land	4/28/2014	Letter Agreement	Letter Agreement, dated April 28, 2014, between Chevron U.S.A. Inc. and Samson Contour Energy E&P, LLC, regarding Main Pass 77 Oil Imbalance Claim
Land	5/2/2014	Letter Agreement Well Proposal	Set forth the agreement between Apache Shelf and Fieldwood for the drilling of the EI 126 A-5 well
Land	6/1/2014	Acquisition	by and between Fieldwood Energy Offshore LLC, NW Pipeline, Inc. and Northwestern Mutual Life Ins. Co:HIPS 13-III
LAND	6/1/2014	Memorandum of OA and Financing Statement	Heron Prospect MOA amd. No.2 6-1-14
Land	7/2/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and Castex Offshore, Inc. : Fieldwood Divestiture of HI 116 Platform and pipelines
Land	7/21/2014	Contract Operation Agreement	Castex is named as operator of HI 167 Platform
Land	8/7/2014	Recompletion Proposal Election	MP 259 A-7 Recompletion Proposal Election: McMoRan elects not to participate in A-7 welll to Tex W-5 Sand
Land	8/15/2014	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : Assignment of interest in HI 129#16 well
Land	8/15/2014	Letter Agreement	by and between Fieldwood Energy LLC and W & T Offshore, Inc. : RE: High Island 129 No. 12 Well Assignment

Land	10/1/2014	Divestiture	by and between Fieldwood Energy Offshore LLC, Renaissance Offshore LLC and Apache Corporation: Assignment of Contractual interest Main Pass 76 SL 13287 #1 Well
Land	10/15/2014	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, Prime Offshore L.L.C., Tammany Oil and Gas LLC and Castex Offshore, Inc.
Land	11/5/2014	Request for extension of Timely Operations	MP 259 A-7 Recompletion Request for extension of Timely Operations: Request timely operations extension for proposed A-7 well
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	11/7/2014	Stipulation of Interest and Corrective Assignment	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Apache Offshore Petroleum Limited Partnership and Apache Corporation
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC UNOCAL, and Chevron U.S.A. Inc. : GOM NOJV - Grand Isle/West Delta etc.
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Shell Offshore Inc.: Hickory Unit - GI 110/116
Land	1/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Japex (U.S.) Corp.: WD 90 & WD 103
LAND	1/13/2015	Letter Agreement	Heron Prospect (MP 295) Letter Agmt 1-13-15
Land	4/1/2015	Assignment of Operating Rights Interest in Oil & Gas Lease	by and between Fieldwood Energy Offshore LLC, Peregrine Oil & Gas, LLC RTR Fund I, L.P, and Hall-Houston Exploration II, L.P.: Assignment of Operating Rights Interest in Oil & Gas Lease - GA 151 Operating Rights
LAND	4/1/2015	Gas Dedication and Gathering Agreement	ST 311 Gas Dedication and Gathering Agreement eff 04012015
LAND	4/1/2015	Liquids Separation, Handling, Stabilization and Redelivery Agreement	ST 311 Liquids Separation, Handling, Stabilization and Redeliv Agreement eff 04012015
LAND	4/1/2015	Liquids Transportation Agreement	ST 311 Liquids Transportation Agreement eff 04012015
Land	4/2/2015	Consent to Disclose Confidential Information	by and between Fieldwood Energy LLC, Bandon Oil and Gas, LP and Chevron U.S.A. Inc.: VK 252 Unit Area
Land	4/30/2015	Settlement Agreement and Release	by and between Fieldwood Energy Offshore LLC, Black Elk Energy Offshore Operations LLC and Northstar Offshore Group, LLC:
Land	5/1/2015	Divestiture	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	5/14/2015	Second Amendment to the Participation Agreement	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Second Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Land	6/15/2015	Election and Designation of Successor Operator Letter	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Wichita Partnership, Ltd., W & T Energy VI, LLC and W&T Offshore, L.L.C.: In furtherance of April 14, 2015 letter Areana earned assignment from Chevron Chevron to resign as operator
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/18/2015	Memorandum of Understanding	Pursuant to that certain assignment and bill of sale dated 01/01/2015
Land	6/29/2015	Settlement	by and between Fieldwood Energy LLC and Discovery Producer Services LLC: ST 311 Pipeline Divestiture
Land	6/30/2015	Consent to Assign	Consent to Assign ROW - Martin O. Miller II, LLC Sec. 11, T15S-R6W Cameron Parish LA
Land	7/1/2015	Settlement Agreement and Release	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI Petroleum US LLC and ENI US Operating Co. Inc.: SS 249 D-5 RIG Incident
LAND	7/2/2015	Bill of Sale, Assignment and Assumption Agreement	By and between Walter Oil & Gas Corporation, Castex Offshore, Inc., Fieldwood Energy LLC and Apache Shelf Exploration LLC as "Seller" and Discovery Producer Services LLC as "Buyer"
LAND	7/10/2015	Termination of Farmout Agreement	MP 295 9-18-2012 Farmout Termination Ltr dtd 7-10-15

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Land	8/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc. : MP 77, 78 and VK 251, 252, 340 Fields
Land	8/3/2015	Release and Settlement Agreement	Release and Settlement Agreement by and between Fieldwood Energy Offshore and Browning Offshore Partners, Inc.
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/1/2015	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and JOC Venture: JOC Venture withdrawal
Land	9/9/2015	Supplemental Bonding Agreement	by and between Fieldwood Energy LLC, SEO A LLC, Stone Energy Corporation and Stone Energy Offshore, L.L.C.: Fieldwood will apply own Supp Bonding
Land	9/9/2015	Transmittal of Supplemental Bonding	by and between Fieldwood Energy LLC and Stone Energy Corporation: Stone acknowledgement of receipt of Bond
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/16/2015	Withdrawal Agreement	by and between Fieldwood Energy LLC and JOC Venture: JOC Venture withdrawal
Land	9/17/2015	Election and Designation of Successor Operator Letter	In furtherance of April 14, 2015 and June 15, 2015 letters, Areana earned assignment from Chevron Chevron to resign as operator, clarifying Working Interests, etc.
Land	10/15/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC and Fairways Offshore Exploration, Inc. : Release and Settlement Agreement
Land	10/19/2015	Contract Operations Agreement	by and between Fieldwood Energy LLC and Helis Oil and Gas Company L.L.C.: Contract Operations Agreement #18 Helis well
Land	11/19/2015	Production Handling Agreement SM10	PHA between Fieldwood and Byron for Byron's SM 6 production
Land	12/1/2015	Acquisition	by and between Fieldwood Energy Offshore LLC, ENI US Operating Inc, and ENI Petroleum US LLC: GA 151, SS 246, SS 247, SS 248, SS 249, SS 270, SS 271, VR 78, VR 313, WC 72, WC 100, WC 130
Land	12/1/2015	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Fieldwood Energy Offshore LLC, ENI US Operating Inc. and ENI Petroleum US LLC: Release and Settlement Agreement
Land	2/2/2016	Correction Assignment	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Correction Assignment of Operating Rights EI 353
Land	2/22/2016	Withdrawal Election	by and between Fieldwood Energy LLC, Apache Shelf Exploration LLC, Hall-Houston Exploration IV, L.P. and GOM Offshore Exploration I, LLC: Hall Houston withdrawal Election
Land	3/1/2016	Ratification and Amendment to Farmout Agreement	by and between Fieldwood Energy LLC, Walter Oil and Gas Corporation and Cairn Energy USA: Ratify and amend that certain Farmout dated 12/31/1984
Land	3/2/2016	Withdrawal Agreement	by and between Fieldwood Energy LLC and Hall-Houston Exploration IV, L.P.: Hall Houston withdrawal Agreement
Land	3/11/2016	Waiver of Confidentiality and Consent to Disclose	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: applies to HIE 129 and ST 229
Land	4/13/2016	Recommendation to Add Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil and Gas II, LLC and Castex Offshore, Inc.: Requests change to compression standards in that certain Processing & Contract Operating Services Agreement dated 07/01/2011
Land	4/25/2016	Release and Settlement Agreement	by and between Fieldwood Energy LLC, Peregrine Oil & Gas, LP and Peregrine Oil & Gas II, LLC: Release and Settlement Agreement
Land	5/31/2016	Election to Continue or Cease Compression Services	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.: increases to continue compression services past original test period
Land	6/29/2016	Election to elect out of Badger Tax Partnership	by and between Fieldwood Energy LLC, Chevron U.S.A. Inc., Peregrine Oil & Gas II, LLC and Castex Offshore, Inc.:
Land	7/1/2016	Acquisition	by and between Fieldwood Energy LLC and Monforte Exploration, LLC: 3% ORRI SM 48 E wells

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Land	7/1/2016	Assignment and Bill of Sale	by and between Fieldwood Energy LLC and All Aboard Development Corporation: Assignment All Aboard to Fieldwood
Land	7/8/2016	Letter Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Fieldwood's response to W&T Letter Agreement - HI 129 #16 Well - Final Agreement
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc. : Contract Operating Agreement eff. 7-21-16
Land	7/21/2016	Contract Operations Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: Contract Operating Agreement - #16 well
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/1/2016	Letter Agreement	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: RUE No. OCS-G 22052 for MP 154 surface wells used as disposal wells for VK 252 Unit
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/4/2016	Letter of No Objection	by and between Fieldwood Energy Offshore LLC and Chevron U.S.A. Inc.: submitted new RUE to replace OCS -G 22052, consent by chevron to issuance of new RUE
Land	8/25/2016	Amendment and Ratification of Production Handling Agreement	by and between Fieldwood Energy LLC, CL&F Resources, L.P, Houston Energy LP., Helis Oil and Gas Company LLC and W&T Offshore, Inc.: Amendment and Ratification of Production Handling Agreement (High Island, East Addition Block 129)
Land	9/13/2016	Agreement for Payment of Insurance Charges	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: Fieldwood agrees to pay Monforte's insurance charges
Land	10/1/2016	ABOS	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC:
Land	11/9/2016	Confidentiality Agreement	Confidentiality Agreement:BY AND BETWEEN FIELDWOOD ENERGY LLC AND LLOG EXPLORATION OFFSHORE, L.L.C.
Land	11/21/2016	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and GS E&R America Offshore, LLC: Offer to Purchase GS E &R America Offshore, LLC's Interest in GI 94, SS 79, VR 332 and WD 34
Land	12/14/2016	Surrender of Interest Agreement	by and between Fieldwood Energy LLC and All Aboard Development Corporation: All Aboard Development Corp. surrender of interest
Land	1/1/2017	Acquisition	by and between Fieldwood Energy Offshore LLC and GOM Offshore Exploration I, LLC: SS 176 Lease, Well and facilities
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement

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Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	ABOS	by and between Fieldwood Energy LLC and Lamar Hunt Trust Estate: Assignment made as result of Withdrawal from Operating Agreement
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	1/1/2017	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Lamar Hunt Trust Estate: Withdrawal Letter Agreement dated 6-15-2017 but effective 1/1/2017
Land	3/1/2017	Reimbursement Agreement	by and between Fieldwood Energy LLC, W & T Offshore, Inc., Renaissance Offshore LLC, Transcontinental Gas Pipe Line and Chevron U.S.A. Inc.: Transco Facilities Subsea Modification - Shell owned ST 300 Platform
Land	3/27/2017	Offshore Tie-in Agreement	by and between Fieldwood Energy Offshore LLC, Fieldwood Energy LLC and Amberjack Pipeline Company LLC: Consent of PSA between Empire and Amberjack subject to addendum
Land	3/30/2017	Letter of No Objection	Fieldwood agreed to COX request/letter of no objection to allow COX to produce its EI 64# 9 well. Fieldwood is the operator of SW/4 of EI 53
Land	6/8/2017	Bill of Sale and Assumption Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Manta Ray sells to Fieldwood pursuant to reverse of gas flow in ST 295 block to direct flow of gas to ST 292 Platform
Land	6/8/2017	Interconnection and Measurement Agreement	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.: Fieldwood desires to connect with Manta Ray's ST 292 platform and piping, etc.
Land	6/8/2017	Lease of Offshore Platform Space - ST 292 Platform	by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering, L.L.C.:
Land	7/28/2017	Indemnity and Release Agreement	by and between Fieldwood Energy LLC and Chevron U.S.A. Inc.: Chevron sold to Cantium and needed DOO from Fieldwood, Fieldwood required this Agreement to allow DOO
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
Land	8/1/2017	ABOS	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC:
LAND	9/15/2017	Memorandum of OA and Financing Statement	ST 311 320 UCC Mortgage and Conveyance
LAND	9/15/2017	Offshore Operating Agreement	ST 311-320 JDA Offshore Operating Agreement dtd 9-15-17, as amended
LAND	9/15/2017	Participation Agreement	ST 311-320 JDA Participation Agreement dtd 9-15-17
Land	9/19/2017	Offer to Purchase	by and between Fieldwood Energy Offshore LLC and SCL Resources, LLC: Offer to Purchase SCL Resources, LLC'S Interest in GI 94, SS 79, VR 332 and WD 34
Land	11/7/2017	Modification to PHA	Enhancement and modification to test separator MBD -4010 at HI 547 B Platform - PHA Agreement dated May 8, 1998
Land	4/6/2018	Notification of Withdrawal - WC 269	Withdrawal Election
Land	4/17/2018	Amendment	by and between Fieldwood Energy LLC and Arena Energy, LP: Amendment to Production Handling Service Agreement dated May 8, 1988
Land	5/1/2018	Assignment Conveyance and Bill of Sale	By and between Fieldwood Energy LLC, Peregrine Oil & Gas II, LLC and Castex Offshore, Inc. as "Assignor" and Northstar Offshore Ventures LLC as "Assignee"
Land	5/15/2018	Divestiture	Divestiture of Interests in Mustang Island to TR Offshore. L.L.C.
Land	6/1/2018	Property Exchange Agreement	Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) EI Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	6/14/2018	Performance Bond	Sanare Energy Partners, LLC is the new principal replacing Northstar Offshore Ventures LLC
Land	7/11/2018	Assignment of Operating Interest	Assignment of Operating Rights Interest from Apache to Fieldwood and GOM Shelf

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Land	7/23/2018	Amendment to Property Exchange Agreement	Amendment to Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) El Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
Land	8/1/2018	Acquisition	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech's Interest in the SS 271 Unit (SS 247,248,249)
Land	8/1/2018	Withdrawal Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdraws from SS 271 Unit
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/1/2018	Assignment and Bill of Sale	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Assignment and Bill of Sale
Land	8/8/2018	Take Over Election Letter Agreement	In accordance with certain Farmout Agreements dated 12/17/2002, 05/19/2003 and 02/13/2004, Fieldwood elects to decline
Land	8/13/2018	Confidentiality Agreement	Confidentiality Agreement: GOM SHELF - DEEPWATER PROPERTIES
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	8/27/2018	Withdrawal & Settlement Agreement	by and between Fieldwood Energy Offshore LLC and Entech Enterprises, Inc.: Entech Withdrawal and settlement
Land	10/1/2018	Acquisition	Assignment of Hall-Houston overriding royalty interest in SS 176
Land	10/18/2018	Abandonment Agreement	pursuant to that certain PHA for MC 496 produced at SP B Platform dated 11/1/2002
Land	12/4/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Byron Energy Inc.
Land	12/10/2018	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Exxon Mobil Corporation
Land	12/20/2018	Letter of Intent	by and between Fieldwood Energy LLC and TR Offshore. L.L.C.: Contemplation of Contract Operating Agreement, Transportation Agreement
Land	2/4/2019	Termination of Exchange Agreement	Termination of Property Exchange Letter Agreement dated June 1, 2018 - BS 25 (OCS-G 31442; St. of LA Lease No. 19718) El Area, South Addition, North Half of Block 315 (OCS-G 24912) Offshore Louisiana
LAND	2/22/2019	Exploration Agreement Letter	APA - EXXI MP 295 Side Ltr Agrmnt dtd 2-22-13
Land	3/5/2019	Relinquishment	by and between GOM Shelf LLC and Arena Energy, LP: Relinquishment of OCS G0978
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and ANKOR
Land	3/19/2019	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Sa nare
Land	4/1/2019	PHA Amendment	First Amendment to that certain Production Handling Agreement, dated September 1, 2009 - Eugene Island 224 "A" Platform - Federal Offshore Louisiana
Land	5/1/2019	Confidentiality Agreement	Confidentiality Agreement: BY AND BETWEEN FIELDWOOD ENERGY LLC AND CIBCO RESOURCES, LLC
Land	5/16/2019	Letter Agreement	by and between Fieldwood Energy LLC and Panther Pipeline, LLC: Letter Agreement Matagorda Operating Agreement MI 518/519 with regard to natural gas pipeline work.
Land	6/10/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and TRANSCONTINENTAL GAS PIPELINE COMPANY: Confidentiality Agreement:
Land	7/25/2019	Letter Agreement OCS-G 14535 JB1ST2 Well	Pursuant to that certain Farmout dated 12/17/2002. Reassignment to Arena and P&A liability
LAND	7/25/2019	Exploration Agreement	Exploration Venture Agreement by and between Fieldwood Energy LLC and Juneau Oil & Gas LLC (terminated 6-23-20)
Land	11/5/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and W&T OFFSHORE, INC: Confidentiality Agreement:
LAND	11/5/2019	Transfer Notice	
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and PROMETHEAN ENERGY CORPORATION: Confidentiality Agreement:
Land	11/8/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and ROC OIL PTY LTD: Confidentiality Agreement:

Land	11/12/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and CASTEX ENERGY, INC: Confidentiality Agreement:
Land	11/14/2019	Confidentiality Agreement	by and between Fieldwood Energy LLC and COX OIL OFFSHORE, LLC: Confidentiality Agreement:
Land	11/21/2019	Withdrawal Agreement	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Withdrawal from EC 2 SL 18121 - W&T did not prepay abandonment
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Talos Energy Offshore LLC
Land	11/21/2019	Letter Agreement	Letter Agreement SS 198 J-11 Well zone shift: Zone shift recommended and election from HO to HG sand by and between GOM Shelf Offshore LLC and Renaissance Offshore LLC
Land	12/10/2019	Non-Consent	by and between Fieldwood Energy LLC and W&T Offshore, Inc.: W&T Non-consent lease saving operation on EC 2 SL 18121 for failure to respond to lease number FW194042
Land	12/12/2019	Purchase of Pipeline ROW OCS-G 14731 Seg. No. 10406	by and between Fieldwood Energy LLC and Monforte Exploration L.L.C.: SS 274 A Platform to EI 259 A Platform
Land	1/22/2020	Confidentiality Agreement	by and between Fieldwood Energy LLC and WERRUS AQUAMARINE, LLC: Confidentiality Agreement:
Land	1/27/2020	Acquisition	by and between Fieldwood Energy LLC, Castex Offshore, Inc., GOME 12711 LLC and Dorado Deep GP, LLC : Assignment of Interest in MP 275 A-3 Well
Land	3/2/2020	Confidentiality Agreement	Confidentiality Agreement BY AND BETWEEN FIELDWOOD ENERGY LLC AND ODYSSEY PIPELINE LLC = MP 289 "C" PF
Land	3/4/2020	Confidentiality Agreement	Confidentiality Agreement by and between Fieldwood Energy LLC and Arena Energy
Land	01/01/1994, 04/08/1994	Unit Operating Agreement	Unit Operating Agreement by and between CNG Producing Company, Columbia Gas Development Corporation, Total Minatome Corporation, Energy Development Corporation, Murphy Exploration and Production Company and Anadarko Petroleum Corporation; and Forest Oil Corporation and Timbuck Company/The Hat Creek Production Company, Limited Partnership (referred to as "Override Parties")
Land	12//31/2013	First Amendment to the Participation Agreement	First Amendment to the Participation Agreement OCS-G0786, South Marsh Island Area, Block 48 Offshore Federal Waters
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	10/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Arena Offshore LP and Arena Offshore LP
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/31/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	6/3/2015	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Energy XXI and Energy XXI
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC

Pipeline Transport	7/8/2013	Barnacle Pipeline Throughput Capacity Agreement	Capacity Agreement by and between Fieldwood and Tana Exploration Company, LLC and Tana Exploration Company, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	8/1/2015	Cheetah Pipeline Throughput Capacity	Capacity Agreement by and between Fieldwood and Talos Energy Offshore, LLC and Talos Energy Offshore, LLC
Pipeline Transport	11/12/2013	THROUGHPUT CAPACITY LEASE AND TIE IN AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Apache Shelf Exploration LLC and Apache Shelf Exploration LLC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
Pipeline Transport	12/1/2018	EWING BANK FLOWLINE THROUGHPUT CAPACITY LEASE AGREEMENT	Capacity Agreement by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
Pipeline Transport	2/2/1996	GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMA Pipeline and CMA Pipeline
Pipeline Transport	9/30/2015	AMENDMENT TO GATHERING AGREEMENT	Gathering Agreement by and between Fieldwood and CMPA PIPELINE PARTNERSHIP, LLC and CMPA PIPELINE PARTNERSHIP, LLC
PHA SS182/SS170	5/1/2013	PRODUCTION HANDLING AGMT	PHA by and between Fieldwood and BOIS D'ARC EXPLORATION, LLC and BOIS D'ARC EXPLORATION, LLC
PHA EI316A/EI 315C	7/14/2008	PRODUCTION HANDLING AGMT	PHA EI 3316A/EI 315C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PHA for EB165A/EB430	9/30/2004	PRODUCTION HANDLING AGMT	PHA for EB165A/EB430 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA for SP10B/ST72	12/1/2014	PRODUCTION HANDLING AGMT	PHA for SP10B/ST72 by and between Fieldwood and WALTER OIL & GAS CORPORATION and WALTER OIL & GAS CORPORATION
PHA GI 116A/ST 229	6/1/2005	PRODUCTION HANDLING AGMT	PHA for GI 116A/ST229 by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA SS178A/SS177#7A-4ST	8/25/1998	PRODUCTION HANDLING AGMT	PHA SS178A/SS177#7A-4ST by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and TALOS ENERGY OFFSHORE, LLC and TALOS ENERGY OFFSHORE, LLC
PHA MP 310A/MP 315	11/30/2015	PRODUCTION HANDLING AGMT	PHA MP 310A/MP315 by and between Fieldwood and HE&D OFFSHORE LP and HE&D OFFSHORE LP
Service Agreements	4/1/2009	SERVICE CONTRACT	Allocation of quality bank by and between Fieldwood and Allocation Specialists, LLC and Allocation Specialists, LLC
LEASE OF PLATFORM SPACE	2/1/1990	Access and Right of Use Agreement3/1/2020 - 2/28/2021	A-LOPS-WD075 by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	10/10/1984	Platform Space Rental Agreement SMI 268A Platform10/01/2020 - 11/30/2021	A-LOPS- SM268A by and between Fieldwood and American Panther, LLC and American Panther, LLC
LEASE OF PLATFORM SPACE	11/29/2009	Amendment to Lease of Platform Space Agreement Main Pass 289 C8/1/2020 - 7/31/2021(Horn Mountain)	A-LOPS-MP289C(Horn Mountain) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	7/12/2016	Marathon Pipeline Facilities Exxon's vermilion Block 265 Platform A	A-LOPS-AccessSvc by and between Fieldwood and East Cameron Gathering LLC and East Cameron Gathering LLC
LEASE OF PLATFORM SPACE	4/15/1988	Amendment of SMI Gathering System (Vermillion Block 265 Platform) Access and Services Agreement1/1/2020-12/31/2020	Annual LOPS-VR 265 P/F-A-DRL by and between Fieldwood and Crimson Gulf Accounts Payable and Crimson Gulf Accounts Payable

LEASE OF PLATFORM SPACE	8/1/1996	Lease of Platform Space5/1/2020 - 4/30/2021	ALOPS-ODYSSEY by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	11/1/2001	Lease of Platform Space11/1/2020 - 10/30/2021	A-LOPS-SM128SA2 by and between Fieldwood and Shell Pipeline Company LP and Shell Pipeline Company LP
LEASE OF PLATFORM SPACE	4/27/1977	FIRST AMENDMENT AND RATIFICATION TO TIE-IN SERVICE AGREEMENT04/01/2020-3/31/2021	A-LOPS-MP288-MP289FWE0240 by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	11/15/1996	Lease of Platform space Agreement	ALOPS-RAM POWELL by and between Fieldwood and Stone Energy Corporation and Stone Energy Corporation
LEASE OF PLATFORM SPACE	10/25/1985	PLATFORM SPACE AGREEMENT10/25/2020 - 9/24/2021	A-LOPS-SP89B by and between Fieldwood and Texas Eastern Transmission and Texas Eastern Transmission
LEASE OF PLATFORM SPACE	3/1/1980	4/1/2020 - 3/31/2021	A-LOPS-HI179A by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/5/1981	Receipt and Measurement Facility LOPS EI Block 158 Platform4/1/2020 - 3/31/2021	A-LOPS-EI158B by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	9/15/1981	Receipt and Measurement Facility LOPS EI Block 135 "JA" Platform4/1/2020 - 3/31/2021	A-LOPS-EI136JA by and between Fieldwood and Transcontinental Gas Pipeline Corporation and Transcontinental Gas Pipeline Corporation
LEASE OF PLATFORM SPACE	7/1/1997	Lease of Offshore Platform Space Gas Measurement Facility, Pipeline Rise, Liquids Scrubber Facility	A-LOPS-SM128 by and between Fieldwood and Trunkline Gas Company LLC and Trunkline Gas Company LLC
LEASE OF PLATFORM SPACE	3/1/1998	3/01/2020 - 2/28/2021	A-LOPS-SS354A by and between Fieldwood and Williams Field Services and Williams Field Services
LEASE OF PLATFORM SPACE	11/29/2001	03/01/2020 - 02/28/2021	A-LOPS- MP289C by and between Fieldwood and W & T OFFSHORE INC and W & T OFFSHORE INC
LEASE OF PLATFORM SPACE	11/29/2001	LEASE OF PLATFORM SPACE	ANA103-LOPS (Horn Mountain Monthly) by and between Fieldwood and Anadarko US Offshore LLC and Anadarko US Offshore LLC
LEASE OF PLATFORM SPACE	12/21/2002	PLATFORM OPERATIONS AGMT	ARE101-LOPS - PL25 by and between Fieldwood and ARENA OFFSHORE LP and ARENA OFFSHORE LP
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2011	LEASE OF PLATFORM SPACE	BRI116-LOPS by and between Fieldwood and BRISTOW U.S. LLC and BRISTOW U.S. LLC
LEASE OF PLATFORM SPACE	1/1/2018	SERVICES CONTRACT	EAS101 VR265ADRL by and between Fieldwood and EAST CAMERON GATHERING LLC and EAST CAMERON GATHERING LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	11/1/2006	LEASE OF PLATFORM SPACE	ERA100-LOPS by and between Fieldwood and ERA Helicopters LLC and ERA Helicopters LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS EI 189P/F B by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	4/28/2009	LEASE OF PLATFORM SPACE	ROT101-LOPS MATAGORDA ISLAND 622C by and between Fieldwood and Rotocraft Leasing Company, LLC and Rotocraft Leasing Company, LLC
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-1 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-2 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-3 by and between Fieldwood and TAMPNET and TAMPNET

LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-4 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-5 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-6 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-7 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-8 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-9 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-13 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-17 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-18 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-12 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-14 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-15 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-16 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-20 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-24 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-25 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	8/12/2019	LEASE OF PLATFORM SPACE	TAM102-LOPS-26 by and between Fieldwood and TAMPNET and TAMPNET
LEASE OF PLATFORM SPACE	4/15/1968	LEASE OF PLATFORM SPACE	KIN129-LOPS by and between Fieldwood and KINETICA DEEPWATER EXPRESS, LLC and KINETICA DEEPWATER EXPRESS, LLC
LEASE OF PLATFORM SPACE	6/14/2000	FACILITIES OPERATING AND MAINTENANCE AGMT	WIL174 OP&MN FEE-VK251A by and between Fieldwood and WILLIAMS FIELD SERVICES and WILLIAMS FIELD SERVICES
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-2	1/1/2007	PRODUCTION HANDLING AGREEMENT	PHA EI312-SM142 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PL009-PL010B by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PL009-PL010B by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION
PRODUCTION HANDLING AGMT (JIB)-3	3/1/2007	PRODUCTION HANDLING AGREEMENT	PHA PL009-PL010B by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and MP GULF OF MEXICO, LLC and MP GULF OF MEXICO, LLC
PRODUCTION HANDLING AGMT (JIB)-4	8/14/1995	PRODUCTION HANDLING AGREEMENT	PHA SM280-SM268A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and C/O FAIRFIELD-MAXWELL LTD and C/O FAIRFIELD-MAXWELL LTD
PRODUCTION HANDLING AGMT (JIB)-5	6/9/2008	JIB PHA EC 2C/EC2#1	PHA EC002-EC002C by and between Fieldwood and HILCORP ENERGY 1 LP and HILCORP ENERGY 1 LP
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-6	5/1/2012	JIB PHA EI 354#A6/EI337A10	PHA EI354-EI337A by and between Fieldwood and FWE and FWE

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PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PHA VK694-MP0259A-FWE0313	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and PIQUANT INC and PIQUANT INC
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-7	1/1/2001	PRODUCTION HANDLING AGREEMENT	PHA VK694-MP0259A-FWE0313 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-8	10/1/2002	PRODUCTION HANDLING AGREEMENT	PHA ST205-ST206A by and between Fieldwood and MARATHON OIL COMPANY and MARATHON OIL COMPANY
PRODUCTION HANDLING AGMT (JIB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and PIQUANT INC and PIQUANT INC
PRODUCTION HANDLING AGMT (JIB)-9	9/1/2002	FLOWLINE USE AGREEMENT	PHA VK694-MP0259A-FWE0317 by and between Fieldwood and MCMORAN OIL & GAS LLC and MCMORAN OIL & GAS LLC
PRODUCTION HANDLING AGMT (JIB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-10	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP312-MP311A by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)-11	12/19/2003	PRODUCTION PROCESSING HANDLING AND OPERATING AGMT	PHA EI342C-EI342C by and between Fieldwood and TANA EXPLORATION COMPANY LLC and TANA EXPLORATION COMPANY LLC
PRODUCTION HANDLING AGMT (JIB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302B19 by and between Fieldwood and APACHE SHELF EXPLORATION LLC and APACHE SHELF EXPLORATION LLC
PRODUCTION HANDLING AGMT (JIB)-12	4/28/2014	PRODUCTION HANDLING AGREEMENT	PHA MP311B-MP302B19 by and between Fieldwood and EPL OIL & GAS, LLC and EPL OIL & GAS, LLC
PRODUCTION HANDLING AGMT (JIB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and RIDGEWOOD ENERGY CORPORATION and RIDGEWOOD ENERGY CORPORATION
PRODUCTION HANDLING AGMT (JIB)-13	4/1/2007	PRODUCTION HANDLING AGREEMENT	RID108101-MP289C-MP275 by and between Fieldwood and FWE and FWE
PRODUCTION HANDLING AGMT (JIB)	10/23/2018	AGREEMENT FOR THE GATHERING AND PROCESSING OF MO 826 ("SLEEPING BEAR")	MO826-VK251 by and between Fieldwood and W& T Offshore and W& T Offshore
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 320 A-5ST1 by and between Fieldwood and W&T Offshore, Inc. and W&T Offshore, Inc.
PRODUCTION HANDLING AGMT (Non-Op)	6/30/1999	PRODUCTION HANDLING AGREEMENT	MC 108/MC 109 by and between Fieldwood and Talos Energy LLC and Talos Energy LLC
PRODUCTION HANDLING AGMT (Non-Op)		PRODUCTION HANDLING AGREEMENT	ST 311 A1 by and between Fieldwood and Walter Oil & Gas Corporation and Walter Oil & Gas Corporation
PRODUCTION HANDLING AGMT (Non-Op)	7/18/2002	PRODUCTION HANDLING AGREEMENT	HI A-582 by and between Fieldwood and Cox Operating, LLC and Cox Operating, LLC

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[illegible]

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Exhibit I-F

Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Marketing Gas - Transport	12/1/2003	IT Transport Contract- Reserve Dedication and Discount Commodity Rate Agreement	Stingray Reserve Dedication VR Block 326 \$.10 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	10/1/2014	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	10/1/2014	IT Gathering	IT Gathering by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	10/1/2019	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy LLC and Venice Gathering and Venice Gathering
Marketing Gas - Transport	10/1/2014	IT Gathering	Pelican Pipeline by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	10/1/2014	IT Gathering	Pelican Pipeline by and between Fieldwood Energy LLC and Targa Midstream Services and Targa Midstream Services
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Gathering	IT Gathering Agreement by and between Fieldwood Energy LLC and High Point Gas Gathering, LLC and High Point Gas Gathering, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and High Point Gas Transmission, LLC and High Point Gas Transmission, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and High Point Gas Transmission, LLC and High Point Gas Transmission, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and High Point Gas Transmission, LLC and High Point Gas Transmission, LLC
Marketing Gas - Transport	12/1/2013	IT Transport Contract	IT Transport Contract by and between Fieldwood Energy LLC and High Point Gas Transmission, LLC and High Point Gas Transmission, LLC

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Marketing Gas - Transport	4/1/2000	Firm Gathering & Dedication	Manta Ray firm Gatheing and Dedicaiton , Disount Rate of \$.06 by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company and Manta Ray Offshore Gathering Company
Marketing Gas - Transport	12/1/2015	Firm - Gathering	Firm - Gathering by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company and Manta Ray Offshore Gathering Company
Marketing Gas - Transport	12/1/1992	Firm Gathering & Dedication	Manta Ray firm Gatheing and Dedicaiton , Disount Rate of \$.032 by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company and Manta Ray Offshore Gathering Company
Marketing Gas - Transport	4/1/2010	Firm Gathering & Dedication	Manta Ray firm Gatheing and Dedicaiton , Disount Rate of \$.12 by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company and Manta Ray Offshore Gathering Company
Marketing Gas - Transport	4/1/2010	Firm Gathering & Dedication	Manta Ray firm Gatheing and Dedicaiton , Disount Rate of \$.12 by and between Fieldwood Energy Offshore, LLC and Manta Ray Offshore Gathering Company and Manta Ray Offshore Gathering Company
Marketing Gas - Transport	4/1/2010	Firm Gathering & Dedication	Manta Ray firm Gatheing and Dedicaiton , Disount Rate of \$.12 by and between Fieldwood Energy Offshore, LLC and Manta Ray Offshore Gathering Company and Manta Ray Offshore Gathering Company
Marketing Gas - Transport	10/30/2017	FT -2 Transport	EW 910 / ST 320 by and between Fieldwood Energy, LLC and Nautilus Pipeline Company and Nautilus Pipeline Company
Marketing Gas - Transport	4/1/2010	FT -2 Transport	FT -2 Transport by and between Fieldwood Energy Offshore, LLC and Nautilus Pipeline Company and Nautilus Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT Transport Contract	Searobin West Transprt, IT max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/12/2013	IT PR Transport Contract	Searobin West PTR Transprt, max rate - all receipt points by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-Retrograde Transport	Searobin Retrograde contract. IT max rate by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport	Searobin East - PTR - Transport, IT max Rate. by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company

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Marketing Gas - Gathering	8/1/2018	IT Retrograde contractTransport Contract	IT Retrograde contractTransport Contract by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-PTR Transport	Searobin Pipeline - sandridge /Dynamic IT transport by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	10/1/2011	IT-Retrograde Transport	SearobinWest Pipeline - sandridge /Dynamic IT Retrograde by and between Fieldwood Energy Offshore, LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	4/1/2015	FT-2 Discount Letter Agreement	Discovery Gas FT2 Discount letter by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Gathering and Dedication	4/1/2015	Gas Dedication and Gathering Agreement	Discovery Gas Gathering and Gas Dedication by and between Fieldwood Energy LLC and Discovery Gas Transmission and Discovery Gas Transmission
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedicaton agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedicaton agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2012	IT Transport Contract - Reserve Dedication and Discount Rate	Stinray - HI 350, WC 144 WC269 \$.10 discount. Reserve Dedicaton agreement 310074 by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-Transport- Discount Letter	Searobin East - Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	1/1/2017	IT-PTR Transport	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas - Transport	12/1/2013	IT-PTR Transport- Discount Letter	Searobin East - PTR Transport, IT Discount Life of reserves at ST 292 (FW production- GI 116, ST 295) by and between Fieldwood Energy LLC and Sea Robin Pipeline Company and Sea Robin Pipeline Company
Marketing Gas-Transport	12/17/1997	FT - Transport	Venice Gatheing Firm Transport with Disount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	8/13/1997	Precedent Agreement for Transportation of Gas and Non-Jurisdictional Services	Venice Gatheing Firm Transport with Disount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gatheering System, L.L.C. and Venice Gatheering System, L.L.C.
Marketing Gas-Transport	12/15/1997	Reserve Commitment Agreement	Venice Gatheing Firm Transport with Disount \$.05, ST-148 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	4/1/2003	IT Transport	GC 45, WD 41 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	11/1/2010	IT Transport	Venice Gathiering, Max Rate,WD 41 Effective date 11/1/2010 by and between Fieldwood Energy LLC and Venice Gaathering System, L.L.C. and Venice Gaathering System, L.L.C.
Marketing Gas-Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend

Marketing-Gas Gathering	6/14/2000	Gas Gathering Agreement	Gas Gathering Agreement by and between Fieldwood Energy LLC and Carbonate Trend and Carbonate Trend
Marketing-Gas Gathering	9/10/1990	Gas Gathering Agreement	Gathering Agreement - Discount for BA 491 by and between Fieldwood Energy LLC and WFS and WFS
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	6/1/2015	Operating and Management Agreement Panther Operating Company (Third Coast)	Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System by and between Fieldwood Energy LLC and Panther Operating Company, LLC (Third Coast Midstream) and Panther Operating Company, LLC (Third Coast Midstream)
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	1/17/1963	Conveyance and Operating Agreement Grand Chenier Separation Facilities Cameron Parish, Louisiana	Governs the Facility Operations and ownership. by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and

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Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Operating and Management Agreement	des the Construction and Operations	Amended Agreement for the Operations of Facility for the Removal of Condensate from the Sea Robin Pipeline	Governs the Ownership and Operations of the Facility. Operator to perform the physical operations, maintenance, and repair of the System, as well as the management and administrative functions for the System. Facility separates condensate from Sea Robin Pi by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement fo the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and

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Construction and Operation Agreement	10/1/1995	Restated and Amendment Agreement for the Construction and Operation of the Sea Robin Gas Processing Plant Vermilion Parish, Louisiana	The facility recovers Plant Products attributable to gas transported in the Sea Robin Pipeline. Separator gas from the Sea Robin Condensate Removal Facility is returned to the Sea Robin Pipeline system and processed through the Gas Plant. by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	10/1/1982	Construction, Ownership and Operating Agreement	Governs the Ownership and Operations of the Facility. The Facility is co-owned by two groups, Owners and Producers. Facility assets are owned in three different classes: either solely owned by Owners, co-owned by Owners and Producers or solely owned by Pr by and between Fieldwood Energy LLC and Kinetica Partners LLC and Kinetica Partners LLC
Ownership Agreement	12/2/1985	Ownership Agreement for the Producers' Facility Sabine Pass, as amended	Governs the Ownership and Operations of the Producers' Facility. The Producers' Facility consists of assets owned by Producers, as well as those assets co-owned by the Producers and Owners. Fieldwood, as the designated Producers' Representative, represents th by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Ownership and Operating Agreement	9/26/1982	Venice Dehydration Station Operations and Maintenance Agreement	Provides for the use of the Venice Dehydration Station by the Venice Dehydration Station Owners by and between Fieldwood Energy LLC and and
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Service Agreement	11/1/2015	South Pass Dehydration Service Agreement as amended	Provides for certain monitoring, maintenance and repairs for the South Pass Dehydration Station on behalf of Owners by and between Fieldwood Energy LLC and Venice Energy Services Company LLC (Targa Resources) and Venice Energy Services Company LLC (Targa Resources)
Ownership and Operating Agreement	3/6/1974	Construction and Operating Agreement for Onshore Separation Facility Cameron Parish, Louisiana as amended	Provides for the construction and operation of the onshore separation facility which is connected to the facilities of Stingray Pipeline Company and which separates condensate from the natural gas injected into and transported by Stingray by and between Fieldwood Energy LLC and Stingray Pipeline Company LLC (MCP Operating) and Stingray Pipeline Company LLC (MCP Operating)
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A

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Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Construction and Management Agreement	10/1/1981	Construction and Management Agreement South Pass West Delta Gathering System	Provides for the construction management of the Facility by and between Fieldwood Energy LLC and N/A and N/A
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Owners' Agreement	10/1/1981	Owners' Agreement South Pass West Delta Gathering System	Provides description and ownership of said Gathering System by and between Fieldwood Energy LLC and Energy XXI Pipeline II, LLC and Energy XXI Pipeline II, LLC
Contribution Ageement (LLC formation)	11/2/2010	Contribution Agreement	SP 49 Pipeline LLC (the "Entity"), an limited liability company, was formed on November 2, 2010 by Apache GOM Pipeline, Inc, (succeeded by FW GOM Pipeline, Inc), Energy XXI GOM LLC, and Stone Energy Offshore, LLC (succeeded by Talos Resources LLC). The e by and between Fieldwood Energy LLC and Talos Resources LLC and Energy XXI GOM, LLC and Talos Resources LLC and Energy XXI GOM, LLC
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as admintistative funcnios such as paying expenses and maintaing records by and between Fieldwood Energy LLC and and
Operating Agreement	11/2/2010	Operating Agreement South Pass Block 49 & Southwest Pass 24 Pipeline System	The Operator is responsible for the entity's operations, accounting, and reporting detailed in the Operating Agreement, including pipeline operation, repair, and maintenance, as well as admintistative funcnios such as paying expenses and maintaing records by and between Fieldwood Energy LLC and and

Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Operating Agreement	7/1/1970	Agreement for the Construction and Operation of the TOCA Gas Processing Plant St. Bernard Parish, Louisiana	The Operator shall receive the gas to be processed at the Plant Delivery Point for the account of each owner and, after processing, deliver the Residue Gas to Highpoint, all in accordance with agreements by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Construction and Operating Agreement	10/22/1976	Agreement for the Construction and Operation of the Blue Water Gas Plant Acadia Parish, Louisiana	Processing of Owners' gas all in accordance with agreements by and between Fieldwood Energy LLC and EnLink Midstream Operating, LP and EnLink Midstream Operating, LP
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to s trunk pipelinesystem owned hy High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and

Exhibit I-F

Operating Agreement		Lateral Line Operating Agreement Between Apache Corporation and Enterprise GTM Offshore Operating Company, LLC	Owners constructed and own the Lateral Line which is used to connect Gas supplies in the High Island Area to a trunk pipelinesystem owned by High Island Offshore System. Theis Agreement sets forth Operator and Owners rights and responsibilities with respe by and between Fieldwood Energy LLC and and
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement	10/1/1984	Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline. Originating from the EI 361 A Platform to the Bonito Pipeline System by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Construction, Ownership and Operating Agreement Amendment 2	2/25/2011	Amendment No. 2 Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	Provides for the construction and operation of the EI 361 Pipeline (Segment I) and EI Pipeline (Segment II) which was installed to connect the Barnacle Pipeline (the still in service portion what was formerly Bonito Pipeline) . by and between Fieldwood Energy LLC and Chevron Pipeline Company and Chevron Pipeline Company
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and

Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
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Assignment		Eugene Island Block 361 Pipeline Construction, Ownership and Operating Agreement	The Barnacle Pipeline is comprised of the sections of the Bonito Pipeline System (Segments I and II), that remained in service after abandonment of Bonito Pipeline. All owners in the Bonito Pipeline assigned their respective interest to Apache (Fielwood) by and between Fieldwood Energy LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Operating Agreement	5/1/1996	Pipeline Operating Agreement	To provide for the use, maintenance, operation, administration and removal of the Seagate Pipeline. by and between Fieldwood Energy LLC / Fieldwood Energy Offshore LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and
Proposed Ownership Agreement	7/11/2009	Letter of Intent Amberjack Pipeline Repair - Mississippi Canyon Block 109 Area and Chevron Pipe Line Company Valve Project - South Pass 50	Proposes that the producers utilizing the Amberjack Pipeline, collectively, "the Producers", become owners in the Amberjack Pipeline. by and between Fieldwood Energy LLC and and

Oil Purchase and Sale Agreement/Transport	12/23/1995	Oil Purchase and Sale Agreement Between Anadarko Petroleum Corporation and Texaco Trading and Transportation INC (now Poseidon Oil Pipeline Company LLC)	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	6/1/2003	Oil Gathering Agreement Between Westport Resources Corporation Noble Energy Inc M	Crude Oil Transport. by and between Fieldwood Energy LLC and Manta Ray Gathering Co.,LLC and Manta Ray Gathering Co.,LLC
Oil Purchase and Sale Agreement/Transport	7/15/2003	Oil Purchase and Sale Agreement Between Westport Resources Corporation Mariner Energy Inc Noble Energy Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Purchase and Sale Agreement/Transport	4/10/2012	Oil Purchase and Sale Agreement Between Apache Shelf Inc and Poseidon Oil Pipeline Company LLC	Crude Oil Purchase and Sale/Transport by and between Fieldwood Energy LLC and Poseidon Oil Pipeline Company LLC and Poseidon Oil Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Gathering Agreement	3/6/2020	Oil Gathering and Reserve Dedication Agreement Between Rosefield Pipeline Company, LLC and Fieldwood Energy LLC as Producer	Crude Oil Transport. by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Pipeline Connection Agreeet	7/23/2020	ST 53/67 Connection Agreement ST 52 "A" Topsides Work-Connecting Fieldwood Energy LLC Pipeline Segment No 5890 to Rosefield Pipeline System 10" Pipeline	Connection Agreement by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Pipeline Connection Agreeet	7/23/2020	ST 53/67 Connection Agreement ST 52 "A" Topsides Work-Connecting Fieldwood Energy LLC Pipeline Segment No 5890 to Rosefield Pipeline System 10" Pipeline	Connection Agreement by and between Fieldwood Energy LLC and Rosefield Pipeline Company LLC and Rosefield Pipeline Company LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	8/1/2009	High Island Pipeline System Throughput Capacity Lease Agreement	Oil Transport by and between Fieldwood Energy LLC and McMoRan Oil & Gas LLC and McMoRan Oil & Gas LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC

Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Oil Transport	11/30/2018	Crimson Gulf Dedication and Transportation Services Agreement	Oil Transport by and between Fieldwood Energy LLC and Crimson Gulf LLC and Crimson Gulf LLC
Liquids Transportation Agreement	4/1/2015	Liquids Transportation Agreement (ST 311- "Megalodon") By and Among Discovery Gas Transmission LLC and Fieldwood Energy LLC	Liquids Transportation Agreement by and between Fieldwood Energy LLC and Discovery Gas Transmission LLC and Discovery Gas Transmission LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	2/10/2014	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	<u>Central Texas Gathering System</u> (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2001	<u>Central Texas Gathering System</u> (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC

Agreement For Measurement and Allocation of Condensate	7/1/2001	<u>Central Texas Gathering System</u> (1st) Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	<u>Central Texas Gathering System</u> Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	<u>Central Texas Gathering System</u> Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Agreement For Measurement and Allocation of Condensate	7/1/2014	<u>Central Texas Gathering System</u> Second Amended and Restated Agreement for Measurement and Allocation of Condensate	Measurement and Allocation of Condensate by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC and Transcontinental Gas Pipe Line Company LLC
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation

Liquid Transportation	9/27/1993	Liquid Transportation Nouth High Island/Johnson Bayou, Markham Plant Tailgate, Bayou Black & Vermilion Separation Facility. Contract # 94 0674	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
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Amendment Liquid Transportation	11/1/2007	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)
Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)

Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)
Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)
Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)
Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)
Amendment Liquid Transportation	1/22/2013	Amendment to Liquid Transportation Agreement Between Transcontinental Gas Pipe Line Corporatio and Apache Corp Contract # 94 0674 001/1005198	Liquid Transpotation by and between Fieldwood Energy LLC and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipeline Company, LLC (formerly Transcontinental Gas Pipe Line Corporation)
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation BTU Makeup	11/1/2007	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement-Southeast Lateral (into Bayou Black) 28 0008 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation	4/8/2010	Amendment Liquid HydrocarbonTransportation Agreement (NHI/Johnson Bayou) Cont. No. 1022772, Doc. No. 97 0515	Liquid Transportation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Company LLC(formerly Transcontinental Gas Pipe Line Corporation) and Transcontinental Gas Pipe Line Company LLC(formerly Transcontinental Gas Pipe Line Corporation)

Liquid Transportation	8/6/1997	Liquid Hydrocarbon Transportation Agreement	Liquid Transportation by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Liquid Transportation BTU Makeup	7/1/2008	Injected and Retrograde Condensate Transportation and Btu Reduction Make-up Agreement Central Texas Gathering System 28 0384 000	Liquid Transportation BTU Makeup by and between Fieldwood Energy LLC and Transcontinental Gas Pipe Line Corporation and Transcontinental Gas Pipe Line Corporation
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Apache Corp.	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Mariner Energy inc	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Mariner Energy inc	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Mariner Energy inc	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Mariner Energy inc	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company
Terminalling Agreement	9/1/2009	Terminalling Agreement Between WFS-Liquids Company and Mariner Energy inc	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid Company and WFS-Liquid Company

Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Terminalling Agreement	2/1/2014	Terminalling Agreement Between WFS-Liquidsllc and Fieldwood Energy LLC - Contract BB111	Terminalling Agreement by and between Fieldwood Energy LLC and WFS-Liquid LLC and WFS-Liquid LLC
Oil Liquids Transportation Agreement	9/1/1997	Agreement Cocodrie/Pecan Island Plants	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation Agreement for Bluewater System	10/22/2009	Liquids Transportation Agreement #51169 dated 2/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Bluewater Pipeline System	9/30/2009	Liquids Transportation Agreement #51169 dated 2/1/2007	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Bluewater Pipeline System	4/1/2004	Liquids Transportation Agreement #51051	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Bluewater Pipeline System	9/30/2009	Liquids Transportation Agreement #51051 dated 4/1/2004	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Transportation for Grand Chenier Offshore Pipeline System	2/25/2010	Liquids Transportation Agreement No. 50031	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	Original Contract; Amendment Effective 1/1/2012	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Liquids Amendment No. 6	Original Contract; Amendment Effective 1/1/2012	Amendment No. 6 to the Liquids Transportation Contract	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica Energy Express, LLC and Kinetica Energy Express, LLC
Oil Amendment to Liquids Transport Agreement	Original Contract; Amendment Effective 1/1/2012	Amendment to Associated Liquids Transportation Agreement Patterson Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Amendment to Liquids Transport Agreement	Original Contract; Amendment Effective 1/1/2012	Amendment to Associated Liquids Transportation Agreement Patterson Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica

Oil Amendment to Liquids Transport Agreement	ent date 8/1/2014 contract date 11	Amendment to Associated Liquids Transportation Agreement Patterson Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquid Handling Agreement	5/1/2008	Liquid Handling Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement	3/1/2011	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Amendment to Oil Liquid Handling Agreement to transfer from Apache Shelf, Inc. to Fieldwood Energy LLC	11/1/2012 amended 12/1/2013	Amendment	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	3/1/2011	Liquids Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	3/1/2011	Liquids Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	3/1/2011	Liquids Agreement	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transporation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transporation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transporation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transporation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement	11/1/2012	Associated Liquids Transporation Agreement Grand Chenier Terminal	Oil Liquids Transportation by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement Amendment	1/2012 Amended effective 12/1/20	Amendment	Oil Liquids Transportation transferring agreement from apache Corporation to Fieldwood Energy LLC by and between Fieldwood Energy LLC and Kinetica and Kinetica
Oil Liquids Agreement Amendment	1/2012 Amended effective 12/1/20	Amendment	Oil Liquids Transportation transferring agreement from apache Corporation to Fieldwood Energy LLC by and between Fieldwood Energy LLC and Kinetica and Kinetica
Assignment, Assumption and Consent Agreement	7/1/2013	Assignment, Assumption and Consent Agreement	Consent to assign liquids separation 7 stabilization agreement as amended dated 1/17/2001 between Manta Ray and Apache (Contract Nos. 101939, 310225 and 106968) by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Assignment, Assumption and Consent Agreement	7/1/2013	Assignment, Assumption and Consent Agreement	Consent to assign liquids separation 7 stabilization agreement as amended dated 1/17/2001 between Manta Ray and Apache (Contract Nos. 101939, 310225 and 106968) by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	11/1/2010	Liquids Separation and Stabilization Agreement	LSA by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	6/1/2014	Third Amendment to Manta Ray Liquids Separation and Stabilization Agreement	Separation and Stabilization Agreement by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	6/1/2014	Third Amendment to Manta Ray Liquids Separation and Stabilization Agreement	Separation and Stabilization Agreement by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	11/1/2000	Manta Ray Liquids Separation and Stabilization Agreement	Oil Liquids Separation and Stabilization Agreement by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.
Oil Liquids Separation and Stabilization Agreement	11/1/2000	Manta Ray Liquids Separation and Stabilization Agreement	Oil Liquids Separation and Stabilization Agreement by and between Fieldwood Energy LLC and Manta Ray Offshore Gathering Company, L.L.C. and Manta Ray Offshore Gathering Company, L.L.C.

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Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transportation Agreement	5/1/2015	Transportation Agreement for Interruptible Service Under Rate Schedule ITS Between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

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Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

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Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2015	Exhibit A for Transportation Agreement for Interruptible Service Under Rate Schedule ITS between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC	Amendment No. 2 for LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/5/2006	Amendment No. 1 to Liquid Transportation Agreement No. 1389 between Sea Robin Pipeline company, LLC and Apache Corporation dated 5/1/2003	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/5/2006	Amendment No. 1 to Liquid Transportation Agreement No. 1389 between Sea Robin Pipeline company, LLC and Apache Corporation dated 5/1/2003	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	5/1/2003	Liquid Hydrocarbons Transportation Agreement	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	7/1/2010	Amendment No. 2 to Liquid Transportation Agreement No. 1389 between Sea Robin Pipeline company, LLC and Apache Corporation dated 5/1/2003	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	7/1/2010	Amendment No. 2 to Liquid Transportation Agreement No. 1389 between Sea Robin Pipeline company, LLC and Apache Corporation dated 5/1/2003	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	7/1/2010	Amendment No. 2 to Liquid Transportation Agreement No. 1389 between Sea Robin Pipeline company, LLC and Apache Corporation dated 5/1/2003	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	2/1/2018	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated October 1, 2004 between Trunkline field Services LLC and Fieldwood Energy LLC-Agreement No. 2430	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

Oil Liquids Transport	2/1/2018	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated October 1, 2004 between Trunkline field Services LLC and Fieldwood Energy LLC-Agreement No. 2430	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	2/1/2018	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated October 1, 2004 between Trunkline field Services LLC and Fieldwood Energy LLC-Agreement No. 2430	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	2/1/2018	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated October 1, 2004 between Trunkline field Services LLC and Fieldwood Energy LLC-Agreement No. 2430	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	2/1/2018	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated October 1, 2004 between Trunkline field Services LLC and Fieldwood Energy LLC-Agreement No. 2430	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Transport	2/1/2018	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated October 1, 2004 between Trunkline field Services LLC and Fieldwood Energy LLC-Agreement No. 2430	LTA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Separation Agreement	10/1/2004	Liquid Hydrocarbons Separation Agreement	LSA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Separation Agreement	10/1/2004	Liquid Hydrocarbons Separation Agreement	LSA by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	1/19/2012	Amendment No. 4 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	1/19/2012	Amendment No. 4 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	1/19/2012	Amendment No. 4 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	6/1/2011	Amendment No. 3 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	6/1/2011	Amendment No. 3 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	6/1/2011	Amendment No. 3 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

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Oil Liquids Hydrocarbon Separation Agreement	1/1/2011	Amendment No. 2 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	1/1/2011	Amendment No. 2 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	1/1/2011	Amendment No. 2 to Liquid Hydrocarbon Separation Agreement for Interruptible Service	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	5/1/2009	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated 10/1/2004 between Trunkline Field Services, LLC and Apache Corporation	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	5/1/2009	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated 10/1/2004 between Trunkline Field Services, LLC and Apache Corporation	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon Separation Agreement	5/1/2009	Amendment No. 1 to Liquid Hydrocarbon Separation Agreement dated 10/1/2004 between Trunkline Field Services, LLC and Apache Corporation	Liquid Hydrocarbon Separation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon	2/1/2018	Amendment No. 1 to Liquids Hydrocarbon Transportation Agreement Dated October 1, 2004 between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC- Agreement No. 2431	Liquid Hydrocarbon Transportation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon	2/1/2018	Amendment No. 1 to Liquids Hydrocarbon Transportation Agreement Dated October 1, 2004 between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC- Agreement No. 2431	Liquid Hydrocarbon Transportation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon	2/1/2018	Amendment No. 1 to Liquids Hydrocarbon Transportation Agreement Dated October 1, 2004 between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC- Agreement No. 2431	Liquid Hydrocarbon Transportation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC
Oil Liquids Hydrocarbon	2/1/2018	Amendment No. 1 to Liquids Hydrocarbon Transportation Agreement Dated October 1, 2004 between Sea Robin Pipeline Company, LLC and Fieldwood Energy LLC- Agreement No. 2431	Liquid Hydrocarbon Transportation Agreement by and between Fieldwood Energy LLC and Sea Robin Pipeline Company, LLC and Sea Robin Pipeline Company, LLC

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BP Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and BP Oil Supply, a Division of BP Products North America Inc. and BP Oil Supply, a Division of BP Products North America Inc.

[illegible]

Exhibit I-F

Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	1/23/2014		ExxonMobil Oil Supply buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and EXXONMOBIL Oil CORPORATION and EXXONMOBIL Oil CORPORATION
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	3/5/2014		Marathon Petroleum Corporation buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Marathon Petroleum Company LP and Marathon Petroleum Company LP
Crude Sales	6/18/2020		Phillips 66 Petroleum Company buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Phillips 66 Company and Phillips 66 Company
Crude Sales	6/18/2020		Phillips 66 Petroleum Company buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Phillips 66 Company and Phillips 66 Company
Crude Sales	6/18/2020		Phillips 66 Petroleum Company buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Phillips 66 Company and Phillips 66 Company
Crude Sales	6/18/2020		Phillips 66 Petroleum Company buys crude oil from Fieldwood Energy by and between Fieldwood Energy LLC and Phillips 66 Company and Phillips 66 Company

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MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2020	PROCESSING-POL-THEORETICAL	POL 90%/10% by and between Fieldwood Energy LLC and ENLINK LIG LIQUIDS, LLC and ENLINK LIG LIQUIDS, LLC
MARKETING - GAS PROCESSING	4/1/2015	Gas Processing and Fractionation Agreement	GPM; < 1.8 = 82/18%, 1.8>3 = 85/15%, >3 = 88/12% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	4/1/2015	Gas Processing and Fractionation Agreement	GPM; < 1.8 = 82/18%, 1.8>3 = 85/15%, >3 = 88/12% by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	1/1/2009	PROCESSING-Greater of Fee or POL	Greater of 87%/13% or \$.08 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2009	PROCESSING-Greater of Fee or POL	Greater of 87%/13% or \$.08 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2011	1st AMENDMENT	Greater of 87%/13% or \$.08 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2011	1st AMENDMENT	Greater of 87%/13% or \$.08 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2012	2nd AMENDMENT	Greater of 87%/13% or \$.08 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	5/1/2012	2nd AMENDMENT	Greater of 87%/13% or \$.08 by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	8/1/2009	PROCESSING-Greater of Fee or POL	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2010	1st AMENDMENT	80%/20% POL with a minimum \$.13 /MMBtu by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	11/5/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	2/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	9/1/2004	1st AMENDMENT PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	3/1/2003	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	12/1/2003	1st AMENDMENT PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	4/1/2003	3rd AMENDMENT PROCESSING- FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services

MARKETING - GAS PROCESSING	8/1/2004	LETTER AGREEMENT- PROCESSING-FEE	PTR KEEP WHOLE -fee=\$.06 /MMBtu - no liquids received by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	9/1/2009	PROCESSING-FEE	If inlet volume is greater than 25,000; ((25,000 MMBTU * .03) + (Excess Daily Volume * 0.025))/Total Field Delivery Pt. Daily Volume by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	1/24/2001	PROCESSING LETTER AGREEMENT - POL	80% / 20% PTR KEEP WHOLE by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	1/1/2016	amendment to the PROCESSING LETTER AGREEMENT - POL	80% / 20% PTR KEEP WHOLE by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	1/1/2016	amendment to the PROCESSING LETTER AGREEMENT - POL	80% / 20% PTR KEEP WHOLE by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	1/1/2016	amendment to the PROCESSING LETTER AGREEMENT - POL	80% / 20% PTR KEEP WHOLE by and between Fieldwood Energy LLC and Williams Field Services and Williams Field Services
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/8/2019	GAS PROCESSING AGREEMENT-FEE	\$.16 /MMBTU (escl) plus electricity fee by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	5/1/2009	PROCESSING AGREEMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	5/1/2009	PROCESSING AGREEMENT-GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	6/29/2010	PROCESSING AGREEMENT AMENDMENT- GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	6/29/2010	PROCESSING AGREEMENT AMENDMENT- GREATER of Fee or POL	92/8% or \$.08/MMBtu by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.
MARKETING - GAS PROCESSING	10/1/2010	PROCESSING AGREEMENT-GREATER of Fee or POL	GPM; <1.25 = 15%, 1.25 - 2.5 = 12.5%, >2.5 = 10% by and between Fieldwood Energy LLC and Plains Gas Solutions, LLC. and Plains Gas Solutions, LLC.

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MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/31/2001	LIQ EXCHANGE	LIQ EXCHANGE by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2010	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2011	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/16/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	3/1/2005	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	10/1/2007	SECOND AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2009	THIRD AMENDMENT TO GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	2/20/2008	FIRST AMENDMENT TO GAS PROCESSING AGREEMENT	88/12% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	11/11/2004	GAS PROCESSING AGREEMENT	85/15% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	12/6/2004	GAS PROCESSING AGREEMENT	87/13% by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/1/1970	CONSTRUCTION/OPERATING (NI)	Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratification to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC

MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratificaton to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	7/25/2014	RATIFICATION AND ADOPTION OF C&O AGREEMENT	Ratificaton to the Agreement for the Construction and Operation of the Toca Gas Processing Plant, St. Bernard Parish, Louisiana by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2003	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2003	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2009	AMENDMENT POL + FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2009	AMENDMENT POL + FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/31/2009	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/31/2009	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2009	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	9/1/2009	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	11/1/2009	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	11/1/2009	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	8/11/2010	LTR AGREEMENT	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	8/11/2010	LTR AGREEMENT	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	11/1/2010	AMENDMENT POL + FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	11/1/2010	AMENDMENT POL + FEE	POL depending on GPM plus FEE \$.12 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	8/1/2007	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.10 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	8/1/2007	PROCESSING-POL +FEE	POL depending on GPM plus FEE \$.10 /MMBtu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	6/1/2009	AMENDMENT POL + FEE	75%/25% plus \$.12026 / mmbu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	6/1/2009	AMENDMENT POL + FEE	75%/25% plus \$.12026 / mmbu by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	4/1/2013	GAS PROCESSING AGREEMENT-GREATER OF FEE OR POL	Greater of Fee or POL (85%/15%) min Fee \$.12 plu s DGS FEE \$.04 plus Dehy Fee \$.02 (subject to annual exclation) by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	4/1/2013	GAS PROCESSING AGREEMENT-GREATER OF FEE OR POL	Greater of Fee or POL (85%/15%) min Fee \$.12 plu s DGS FEE \$.04 plus Dehy Fee \$.02 (subject to annual exclation) by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	4/1/2013	GAS PROCESSING AGREEMENT-GREATER OF FEE OR POL	Greater of Fee or POL (85%/15%) min Fee \$.12 plu s DGS FEE \$.04 plus Dehy Fee \$.02 (subject to annual exclation) by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP

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Exhibit I-F

MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	2/1/2013	POL -GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/15/2020	GREATER OF FEE OR POL - GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	3/15/2020	GREATER OF FEE OR POL - GAS PROCESSING AGREEMENT	GREATER OF FEE OR POL 85%/15% OR \$.15 / MMBTU PLUS dgs FEE by and between Fieldwood Energy LLC and TARGA MIDSTREAM SERVICES LP and TARGA MIDSTREAM SERVICES LP
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/1/2012	FEE GAS PROCESSING AGREEMENT	FEE - .08005 /MCF (SUBJECT TO gdp (NEVER LESS THAT .075 OR GRATER THAN \$.12 /MCF by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC

[illegible]

MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	1/18/2012	FEE GAS PROCESSING AGREEMENT - AMENDMENT	FEE - .0800 PER MCF - ESCALATOR ADDED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2018	FEE - GAS PROCESSING AGREEMENT	fee = \$.12 / MMBTU by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
MARKETING - GAS PROCESSING	4/1/2020	NGL BANK - FIRST AMENDED AND RESTATED	NGL BANK - FIRST AMENDED AND RESTATED by and between Fieldwood Energy LLC and Enterprise Gas Processing LLC and Enterprise Gas Processing LLC
Environmental/Govt	6/24/2019	Master Services Contract	- IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	10/2/2019	Software License Agreement	IT and Consulting Support for the HWCG - Fieldwood Portal for Various Exercises
Environmental/Govt	11/19/2018	Master Service Contract	Regulatory
Environmental/Govt	11/1/2013	Master Services Contract	Platform Audits / BSEE Drawings
Environmental/Govt	10/30/2019	Master Client Agreement	Industry Standards, Analytics, and Research / Subscription Service
Environmental/Govt	11/15/2019	Order Form	Industry Standards, Analytics, and Research / Subscription Service
Land	4/1/1981	Unit Agreement No. 14-08-001-20231	Unit Agreement for the C-6/JS Sand, effective April 1,1981, between. Arco Oil and Gas,Company;Getty Oil Company, Cities Service Company, Hamilton Brothers Oil Company, Mobil Oil. Exploration &>. Producing S.E. Inc., Gulf Oil Corporation, Hunt Oil Company, Highland Resources, Inc., Hunt; Industries, and Prosper Energy Corporation.; Unit No. 891020231
Land	2/26/1996	Exploration Agreement	Hardy Oil & Gas USA, Inc., British-Borneo Exploration, Inc. and Zilkha Energy Company
Land	1/1/1990	Operating Agreement	Operating Agreement effective January 1, 1990
Land	5/15/1997	Surface Lease	VR 76 Surface Lease b/b Exxon Mobil Corporation, Vermilion Corporation and Amoco Production Company
Land	1/1/1999	Surface Lease	VR 76 Surface Lease b/b Exxon Mobil Corporation, Vermilion Corporation and Union Oil Company of California
Land	11/26/2019	Settlement Agreement	Settlement and Release Agreement b/b Dominion Oklahoma Texas Exploration and Production, Inc. and Fieldwood Energy LLC
Land	10/1/2003	PSA	By and Between UNOCAL, Pure Resources, L.P., Pure Partners, L.P. and SPN Resources, LLC (Fieldwood SP)
Land	1/1/2000	PSA	by and between Texaco and Northstar

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL	EA		1
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,	EA		1
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD	EA		1
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE	EA		1
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL	EA		1
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE	EA		1
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND	EA		1
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRNKSHFT: GMVA/GMVC- 12	EA		1
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRNKSHFT: GMVA/GMVC- 12	EA		2
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL	EA		1
North Warehouse	Fieldwood	54420		WH/FL	CRSSHD ASSY: GMVA/VC/VH	EA		1
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSSHD ASSY: GMVA/VC/VH	EA		1
North Warehouse	Fieldwood	54422		WH/FL	CRSSHD ASSY: GMVA/VC/VH	EA		1
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV	EA		1
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE	EA		1
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE COMPRSSR	EA		1
North Warehouse	Fieldwood	54449		WH/B42/S1	LINER: 15", 2ND STGE COMPRSSR	EA		1
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 9-3/4", 3RD STGE COMPRSSR	EA		1
North Warehouse	Fieldwood	54452		B3/B1/S1	GEAR: GMV3-FB, PARTCO BLOWER W/HUB	EA		1
North Warehouse	Fieldwood	54456		WH/B42/FLR	PSTN/ROD ASSY: 9-3/4", 3RD STGE	EA		1
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-5/8", GMWA,	EA		1
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE	EA		1
North Warehouse	Fieldwood	54460		B3/B2/FLR	ROD: ALL GMV PWR PISTON	EA		2
North Warehouse	Fieldwood	54468		B3/B2/S3	PMP: GMVA H2O W/GSKTS	EA		1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
North Warehouse	Fieldwood	54469		WH/B41/FLR	CRSSHD ASSY: GMVA/VC/VH	EA		1
North Warehouse	Fieldwood	54480		WH/B43/FLR	PSTN/ ROD ASSY: 16- 1/4", 2ND STGE,	EA		1
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: GMWE PWR,FITS GMWE-12	EA		1
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWA	EA		1
North Warehouse	Fieldwood	56001		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING	EA		5
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN	EA		7
North Warehouse	Fieldwood	56633		B3/B5B53	KT: RPR CYL, TLA PWR	EA		5
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHFT	EA		1
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA	EA		1
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV	EA		1
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG	EA		1
North Warehouse	Fieldwood	56653		WH/B43/S2,TOP IN BACK	PSTN: TLA 2ND STGE	EA		1
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE	EA		1
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER	EA		1
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE	EA		1
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP	EA		1
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER	EA		1
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD	EA		4
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL	EA		1
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP	EA		2
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE	EA		1
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA	EA		2
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR	EA		3
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR	EA		3
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL	EA		2
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRSSR: TLA TIMER DR	EA		2
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL	EA		6

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSFT	EA		1
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA MATL NO DRAW TYP E	EA		1
North Warehouse	Fieldwood	56806		B3/B6/S1	ROD: TLA W/LCKNG STDDS & PN SZ W/RD CAP	EA		1
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN	EA		1
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG	EA		1
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA	EA		2
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST	EA		1
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR	EA		6
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS	EA		1
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NZZLE	EA		2
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSFT	EA		1
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD	EA		1
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDDS: STEP, CYL. W/ NUTS 4 SUCT	EA		24
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, I/BRD, UNRPRD	EA		1
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, I/BRD, UNRPRD	EA		1
North Warehouse	Fieldwood	71939		B2/B4/IS	CYL: COMPRSSR, 8", W/ ALL HD STDDS & NTS	EA		1
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D	EA		8
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: COMPRSSR, 8", W/ IB HEAD & P. GL ND	EA		1
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP, C.I., W/2 STEEL DONUTS	EA		1
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN	EA		1
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSHD: GUIDE, WBF-74, BORE	EA		1
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL	EA		1
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER	EA		1
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" L X 11-1/1 4" W	EA		6

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &	EA		1
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &	EA		1
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND	EA		2
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE	EA		2
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS	EA		3
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D	EA		16
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC	EA		1
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT	EA		1
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP	EA		1
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD	EA		1
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" US'D C7120-3A 3172	EA		1
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP, HYD: 5.2gpm	EA		1
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP, HYD: 1.9gpm	EA		1
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA	EA		3
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV	EA		3
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV	EA		6
North Warehouse	Fieldwood	197167		WH/B25/S2	TRBCHGR: VTC254 BBC W/MNTNG GSKT	EA		1
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP	EA		1
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9-1/4"	EA		1
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"	EA		1
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007	EA		1
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE	EA		1
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR	EA		1
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR	EA		1
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1	EA		1
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT	EA		1
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD	EA		1
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR	EA		1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRSSR, NO STDDS F/VLV CAPS	EA		1
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRSSR #10674-E I/R -RDS	EA		1
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRSSR W/ 11.287 BORE	EA		1
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRSSR I/R- RDS	EA		1
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE	EA		1
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR	EA		1
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CMSD 4X6X10.5	EA		1
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG	EA		1
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399	EA		1
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS	EA		1
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM	EA		1
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD	EA		1
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR	EA		1
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG,235hp,1200rpm	EA		1
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL,318hp,8,210 0rpm	EA		1
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL,30kW,208/4 80V,AC,1800rpm, 3ph	EA		1
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR	EA		1
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR	EA		1
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR	EA		1
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR	EA		1
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR	EA		1
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"	EA		12
North Warehouse	Fieldwood	241182		B3/B10,11,12/FLR	PSTN: VRA CLRK PWR	EA		6
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN	EA		1
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON	EA		4

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN	EA		2
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12	EA		1
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL	EA		12
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL	EA		6
North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C	EA		4
North Warehouse	Fieldwood	251608		B2/Yard	ENG	EA		1
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRSSR CMPLT	EA		1
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON	EA		2
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON	EA		2
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON	EA		3
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001	EA		1
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON	EA		1
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON	EA		1
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON	EA		1
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201	EA		1
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12,7in,H2 0,900rpm	EA		1
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201	EA		1
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm ,150hp,445LP	EA		1
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6,7IN	EA		1
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4'WX10'LX4'H,ATM OS,EXT,16" PFLA	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15' X 230 WP L.P. Horizontal Separator (No Skid)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	EA		1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12' 6" X 125# W.P. Horizontal Skimmer with Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7' 6" X 275 W.P. Vertical Separator with Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10' X 1480 W.P. Horizontal Separator with Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6' X 150# W.P. Vertical Scrubber Vessel with Skid	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4' X 250 WP Vertical Scrubber Vessel w/Skid	EA		1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8' W X 22' 6" L X 10' 1" T	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Floatation Unit (4M Spinsep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBD-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBD-4502) (60" X 15') (1440 @ 100 Deg-Yr Built 1982)	EA		1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	EA		1
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	EA		1
Viking - Henderson	Viking Fabricators, LLC				Handrails	EA		179
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES	EA		1
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES	EA		84
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS	EA		81
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS	EA		107
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA	EA	7,155	1
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE,	EA	11,000	1
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,	EA	80,000	1
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.	EA	66,000	1
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID	EA	1,850	1
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,	EA	1,400	1
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP	EA	5,800	1
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,	EA	6,200	1
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15	EA	20,500	1
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL	EA	11,000	1
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL, SHELL	EA	11,000	1
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL	EA	11,000	1
Linear - Lafayette	Linear Controls	2124129-01	265340930	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL	EA	1,500	1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLSID - OUTDOOR	ASSY, TUBING HANGER, STM-15,	EA	1,000	1
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLSID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST	EA	300	1
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLSID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST	EA	300	1
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLSID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL	EA	900	1
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLSID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL	EA	1,500	1
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLSID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"	EA	1,000	1
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.	EA	2,500	1
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND	EA	50	1
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH	EA	50	1
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP	EA	1,500	1
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROIKA TOOL SHED	EA		1
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"	EA	2,000	1
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	200	1
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	200	1
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	200	1
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	200	1
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	200	1
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND	EA	250	1
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND	EA	250	1
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS	EA	110	1
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL	EA	2,000	1
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL	EA	2,000	1
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/ PIGGING LOOP/	EA	1,500	1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL	EA	180	1
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL	EA	180	1
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL	EA	180	1
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING	EA	200	1
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	150	1
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	150	1
Linear - Lafayette	Linear Controls	2124581-01	11170112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	150	1
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY	EA	150	1
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY	EA	150	1
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY	EA	150	1
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY	EA	150	1
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER	EA	150	1
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD	EA	150	1
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,	EA	500	1
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL, RETAINER SLEEVE,	EA	400	1
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125	EA	300	4
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,	EA	150	1
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK	EA	150	1
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"	EA	200	1
Linear - Lafayette	Linear Controls	2156773-02	11322641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,	EA	200	1

Exhibit I-G

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL	EA	2,000	1
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL	EA	2,000	1
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH	EA	30	1
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11"-5M/10M#, ST/STL WITH	EA	30	1
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET	EA	110	1
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET	EA	110	1
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring	EA	20	1
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC	EA	20	1
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN	EA	600	1
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP	EA	5,000	1
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod	EA	3,000	1
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID	EA	1,000	1
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE	EA	150	1
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE	EA	150	1
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X	EA	50	1
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /	EA	350	1
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /	EA	350	1
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC	EA	100	1
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST	EA	50	1
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST	EA	50	1
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)	EA	500	1
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING	EA	8,500	1
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID	EA	2,000	1
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID	EA	2,000	1
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA	EA	8,000	1
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI	EA		1
Linear - Lafayette	Linear Controls		Serial.# 48799		Waukesha Engine L3711	EA		1
Linear - Lafayette	Linear Controls		Serial.# 1029776		Waukesha Engine F1905	EA		1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	UOM	Wt. (lbs)	On Hand Qty
Linear - Lafayette	Linear Controls		Serial.# 218794		Waukesha Engine F1905	EA		1
Linear - Lafayette	Linear Controls		Serial.#396632		Waukesha Engine F1197	EA		1
Linear - Lafayette	Linear Controls		Serial.# 362530		Waukesha Engine F1197	EA		1
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating	EA		106
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating	EA		-
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating	EA		10
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating	EA		35

Cash and other balances to be determined at effective date

Surety Bonds in favor of FWE I:

DATE	BOND NO.	Amount	Lease	PARTIES	SURETY	BENEFICIARY
3/6/19	B011964	\$300,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.	U.S. Specialty Insurance Company	Fieldwood Energy LLC
3/6/19	B011963	\$450,000	OCS-G 01194	Fieldwood Energy LLC; Byron Energy Inc.; BOEM	U.S. Specialty Insurance Company	Fieldwood Energy LLC; BOEM
11/29/18	N-7001005	\$2,366,855	OCS-0810; OCS-0812	Northstar Offshore Ventures LLC; SanareEnergy Partners, LLC; Fieldwood Energy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
3/9/18	N-7000930	\$2,640,126	OCS-G11691	Monforte Exploration L.L.C.; FieldwoodEnergy LLC	Indemnity National Insurance Company	Fieldwood Energy LLC
2/13/18	1149835	\$250,000	OCS-G03587	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149836	\$1,000,000	OCS-G03171	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
2/13/18	1149838	\$2,500,000	OCS-G01216; OCS-G01217	Northstar Offshore Ventures LLC	Lexon Insurance Company	Fieldwood Energy LLC
5/1/16	RLB0016261	\$1,514,600	EI 142 A; ROW G12732; ROW G13740	Whitney Oil & Gas, LLC; Apache Corporation; GOM Shelf LLC	RLI Insurance Company	Apache Corporation; GOM Shelf LLC

Exhibit I-I

FWE

FWE

FWE

FW GOM Pipeline Inc.

GOM Shelf LLC

FW GOM Pipeline Inc.

Paloma Pipeline Company

SP 49 LLC

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres (Ac)	Operator	WI	Lease Status
SOUTH TIMBALIER 308 / EWING BANK 873	ST 287	G24987	Federal	OP	5/1/2003		5000	Fieldwood En	100.0%	PROD
SOUTH TIMBALIER 308 / EWING BANK 873	ST 308	G21685	Federal	OP	6/1/2000		5000	Fieldwood En	100.0%	PROD
VERMILION 362/371	VR 362	G10687	Federal	RT	6/1/1989		5,000	Fieldwood En Off	100.0%	INACTIVE/ABANDONED
VERMILION 362/371	VR 363	G09522	Federal	OP 1	5/1/1988		5,000	Fieldwood En	100.0%	ACTIVE
VERMILION 362/371	VR 371	G09524	Federal	RT	7/1/1988		5,000	Fieldwood En Off	100.0%	ACTIVE
VERMILION 78	VR 78	G04421	Federal	RT	11/1/1980		5,000	Fieldwood En	100.0%	ACTIVE

Right of Way bearing Serial No. OCS-G29427 for Pipeline Segment No. 20278 pertaining to South Timbalier 308

Right of Way bearing Serial No. OCS-G15047 for Pipeline Segment No. 10675 pertaining to Vermilion 371

Field	Block	Lease	Type	Rights	Date Le Eff	Date Le Exp	Le Cur Acres	Operator	WI	Lease Status	
EAST CAMERON 2 - (SL LA)	EC 2	SL18121	SL - LA	WI	5/12/2004	11/6/2020	220	Fieldwood	50.0%	RELINQ	
CHANDELEUR 42/43	CA 43	G32268	Federal	OP 1	7/1/2008		5,000	Fieldwood En	7.69%	PROD	Knight Default
CHANDELEUR 42/43	CA 42	G32267	Federal	OP 1	7/1/2008	6/21/2019	5,000	Fieldwood En	7.69%	RELINQ	Knight Default
WEST CAMERON 295	WC 295	G24730	Federal	OP 1	5/1/2003		5,000	Fieldwood En	6.00%	PROD	Tammany Default
SHIP SHOAL 246/247/248/270/271	SS 249	G01030	Federal	OP 1	6/1/1962		5,000	Fieldwood En Off	0.042%	UNIT	Hillcrest GOM Default i
SHIP SHOAL 246/247/248/270/271	SS 248	G01029	Federal	RT B	6/1/1962		5,000	Fieldwood En Off	0.04%	UNIT	Hillcrest GOM Default i

Exhibit I-K(i)

in Unit
in Unit

Asset Name	FWE Acct. Code	Lease Number	API	WI	NRI
CHANDELEUR 042 #A002	CA042A0200	G32267	177294001500	7.7%	5.4%
CHANDELEUR 043 #A001	CA043A0100	G32268	177294001400	7.7%	5.4%
CHANDELEUR 043 #A003	CA043A0300	G32268	177294001600	7.7%	5.4%
EAST CAMERON 002 #001 SL 18121	SL18121010	18121	177032013600	50.0%	37.3%
EUGENE IS 330 #B003 ST1	EI330B0301	G02115	177104008001	35.0%	29.1%
MAIN PASS 259 #A007	MP259A0700	G07827	177244071800	43.1%	29.7%
MAIN PASS 303 #B015	MP303B1500	G04253	177244024800	42.9%	35.7%
MATAGORDA IS 519 #L001	MI519L1SLO	MF-79413	427033030000	15.8%	12.2%
MATAGORDA IS 519 #L002	MI519L2SLO	MF-79413	427033034000	15.8%	12.2%
MATAGORDA IS 519 #L003	MI519L3SLO	MF-79413	427033039500	15.8%	12.2%
MATAGORDA IS 519 #L004	MI519L4SLO	MF-79413	427033039700	15.8%	12.2%
SHIP SHOAL 249 #D017	SS249D1700	G01030	177124020800	0.042%	TA
SOUTH TIMBALIER 205 #B002A ST1	ST205B02A1	G05612	177154062901	25.0%	20.8%
SOUTH TIMBALIER 205 #B004 ST1	ST205B0401	G05612	177154081601	25.0%	20.8%
SOUTH TIMBALIER 206 #A002 ST1	ST206A0201	G05613	177154060101	25.0%	TA
SOUTH TIMBALIER 206 #A003	ST206A0300	G05613	177154061000	25.0%	TA
SOUTH TIMBALIER 206 #A004A	ST206A04A0	G05613	177154074300	25.0%	TA
SOUTH TIMBALIER 206 #A006	ST206A0600	G05613	177154075100	25.0%	TA
SOUTH TIMBALIER 206 #A007	ST206A0700	G05613	177154075200	25.0%	TA
SOUTH TIMBALIER 206 #A008	ST206A0800	G05613	177154075300	25.0%	TA
SOUTH TIMBALIER 206 #A009	ST206A0900	G05613	177154075400	25.0%	TA
SOUTH TIMBALIER 206 #A010ST2BP	ST206A1002	G05613	177154075702	25.0%	TA
SOUTH TIMBALIER 206 #B003 ST1	ST206B0301	G05613	177154074001	25.0%	20.8%
SOUTH TIMBALIER 206 #B006	ST206B0600	G05613	177154103000	25.0%	20.8%
WEST CAMERON 295 #A002	WC295A0201	G24730	177014039001	6.0%	4.9%

Asset Name	FWE Acct. Code	Lease Number	Area/Block	WI
CHANDELEUR 043 P/F-A	CA43APLT	G32268	CA043	7.69%
HIGH ISLAND 120 P/F-A-PROCESS	HI120APROC	G01848	HI120	6.00%
WEST CAMERON 295 P/F-A	WC295ACAS	G24730	WC295	6.00%
SHIP SHOAL 248 P/F-G	SS248PFG	G01029	SS248	0.04%
SOUTH TIMBALIER 206 P/F-A	ST206APLT	G05612	ST206	25.00%
SOUTH TIMBALIER 205 P/F-B	ST205BPLT	G05612	ST205	25.00%
MATAGORDA IS 487 P/F-L(SL)	MI487LSL	MF-88562	MI487	15.80%
MATAGORDA IS 519 P/F-L - SL	MI519LSL	MF-88562	MI519	15.80%
Venice Dehydration Facility (South Pass Dehydration Station)	VENICEDHYD			64.80%
Tivoli Plant	TIVOLIPL			43.86%
MI 519 Bay City Compressor Station	MI519BAY			18.10%
Vermilion 76 Onshore Scrubber	VR76SCRUB			6.08%
Grand Chenier Separation Facility	GRCHENPF			72.08%
EAST CAMERON 002 P/F-1 SL18121	SL181211PT	18121	EC002	50.00%

[Exhibits II-A – II-G to be attached to Executed Plan of Merger]

[Exhibits III-A – III-H to be attached to Executed Plan of Merger]

Exhibit 5A

Attachment to Plan of Merger (Exhibit 5)

Certificate of Merger (TX) (FWE)

**CERTIFICATE OF MERGER
(DOMESTIC ENTITY DIVISIONAL MERGER)
OF
FIELDWOOD ENERGY LLC**

[●], 2021

Pursuant to Title 1, Chapter 10 and Title 3 of the Texas Business Organizations Code (the “TBOC”), the undersigned, Fieldwood Energy, LLC, a Texas limited liability company (“FWE”), submits this certificate of merger for the purpose of dividing itself into a surviving domestic entity and one new domestic entity, and hereby certifies the following:

FIRST: The name of the domestic filing entity that is dividing itself is Fieldwood Energy, LLC.

SECOND: The principal place of business of FWE is 2000 W Sam Houston Pkwy S #1200, Houston, TX 77042.

THIRD: The filing number issued to FWE by the Secretary of State of the State of Texas is [●]¹.

FOURTH: FWE is organized as a limited liability company.

FIFTH: FWE shall survive the merger and shall maintain its separate existence and continue as a filing entity under the name “Fieldwood Energy III LLC” (“FWE III”).

SIXTH: In lieu of providing the plan of merger, the filing entity certifies that:

(i) An executed copy of the Agreement and Plan of Merger, dated as of [●], 2021 (the “Plan of Merger”), of FWE is on file at the principal place of business of each surviving and new domestic entity provided in this form.

(ii) On written request, a copy of the Plan of Merger will be furnished without cost by each surviving or new domestic entity to any member of any domestic entity that is a party to or created by the Plan of Merger, and any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

SEVENTH: The certificate of formation of FWE shall continue to be the certificate of formation of FWE following the merger, provided that the certificate of formation of FWE shall be amended to change the name of such entity to “Fieldwood Energy III, LLC”.

EIGHTH: The name, jurisdiction of organization, principal place of business address, and entity description of the entity to be created pursuant to the plan of merger are set forth

¹ **Note to Draft:** to be assigned upon conversion of FWE to a Texas LLC.

below. The certificate of formation of the new domestic filing entity to be created is being filed with this certificate of merger.

Name: Fieldwood Energy I LLC

Entity Description: limited liability company

Jurisdiction of Organization: Texas

Principal place of business: [●].

NINTH: The Plan of Merger has been approved, adopted, certified, executed and acknowledged as required by the TBOC and the governing documents of the filing entity.

TENTH: This document shall be effective when the document is accepted and filed by the Secretary of State of the State of Texas.

ELEVENTH: In lieu of providing the tax certificate, FWE III shall continue to be liable for the payment of all required franchise taxes of FWE III.

* * * * *

IN WITNESS WHEREOF, the undersigned has caused this certificate of merger to be duly executed as of the date first set forth above.

FIELDWOOD ENERGY, LLC
a Texas limited liability company

By: _____
Name: _____
Title: _____

Exhibit 5B

Attachment to Plan of Merger (Exhibit 5)

Certificate of Formation (TX) (Fieldwood Energy I LLC)

Form 205
(Revised 05/11)

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation Limited Liability Company

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

FIELDWOOD ENERGY I LLC

The name must contain the words “limited liability company,” “limited company,” or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☒ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

CAPITOL CORPORATE SERVICES, INC.

OR

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

C. The business address of the registered agent and the registered office address is:

206 E. 9TH STREET, SUITE 1300	AUSTIN	TX	78701
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
-------------------	-------------	------------------	---------------

OR

IF ORGANIZATION

Organization Name

ADDRESS

<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>
----------------------------------	-------------	--------------	----------------	-----------------

GOVERNING PERSON 2				
NAME (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

GOVERNING PERSON 3				
NAME (Enter the name of either an individual or an organization, but not both.) IF INDIVIDUAL				
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>	
OR IF ORGANIZATION				
<i>Organization Name</i>				
ADDRESS				
<i>Street or Mailing Address</i>		<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

<p>The entity is formed pursuant to a plan of merger. The name of the merging entity is Fieldwood Energy LLC.</p> <p>The address of the converting entity is 2000 W. Sam Houston Pkwy. S., Suite 1200, Houston, Texas 77042.</p> <p>The merging entity was formed on 11/5/2012 under the laws of the State of Delaware, USA.</p> <p>The merging entity was previously a Delaware limited liability company. The merger entity converted to a Texas limited liability company on [__]/[__]/2021.</p>

Organizer

The name and address of the organizer:

Name

Street or Mailing Address

City

State

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☐ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☒ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

the filing of the certificate of merger of Fieldwood Energy LLC with the Secretary of State of Texas.

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: _____

Signature of organizer

Printed or typed name of organizer

Print

Reset

Exhibit 6

Fieldwood Energy I LLC Agreement

LIMITED LIABILITY COMPANY AGREEMENT

OF

FIELDWOOD ENERGY I LLC

(a Texas Limited Liability Company)

[•], 2020

THE MEMBERSHIP INTERESTS REFERENCED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY APPLICABLE STATE SECURITIES LAWS. SUCH MEMBERSHIP INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AS WELL AS COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY THAT ARE SET FORTH HEREIN.

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LIMITED LIABILITY COMPANY AGREEMENT OF FIELDWOOD ENERGY I LLC

This Limited Liability Company Agreement of Fieldwood Energy I LLC, a Texas limited liability company (the “**Company**”), dated as of [●], 2020 (this “**Agreement**”), is entered into by and among the Company, the Initial Member¹ executing this Agreement as of the date hereof, and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement by executing a joinder agreement in form and substance acceptable to the Company. Capitalized terms not defined where used in this Agreement shall have the meanings assigned to such terms in ARTICLE I of this Agreement.

RECITALS

WHEREAS, the Company was formed under the laws of the State of Texas by the filing of a Certificate of Formation with the Secretary of State of the State of Texas on [●], 2020 (the “**Certificate of Formation**”) for the purposes set forth in **Section 2.05** of this Agreement;

WHEREAS, pursuant to and in accordance with the Confirmation Order and the Term Sheet, respectively, and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company will own (i) the Legacy Apache Properties subject to the operational liabilities in connection therewith, including plugging and abandonment and decommissioning liabilities relating to the Legacy Apache Properties, and (ii) the equity interests of GOM Shelf;

WHEREAS, in accordance with the Term Sheet, [●] has been appointed to serve as the initial Independent Director of the Company in accordance with this Agreement; and

WHEREAS, the Initial Member wishes to enter into this Agreement to set forth the terms and conditions governing the operation and management of the Company;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this **Section 1.01**:

“**Acceptance Notice**” has the meaning set forth in Section 7.09.

¹ NTD: Please confirm identity of Initial Member and the equity holders of the Initial Member.

“Adjusted Capital Account Deficit” means, with respect to any Member, the deficit balance, if any, in such Member’s Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

“Adjusted Taxable Income” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year (or portion thereof) with respect to the Membership Interest held by such Member means the federal taxable income allocated by the Company to the Member with respect to its Membership Interest (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss of the Company for any prior period allocable to such Member with respect to its Membership Interest that were not previously taken into account for purposes of determining such Member’s Adjusted Taxable Income in a prior Fiscal Year to the extent such loss would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect owners of the Member) determined as if the income and loss from the Company were the only income and loss of the Member (or, as appropriate, the direct or indirect owners of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“Affiliate” means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. For the avoidance of doubt, neither Apache nor any of its Subsidiaries nor Fieldwood II nor any of its Subsidiaries shall constitute an Affiliate of the Company.

“Agreement” has the meaning set forth in the **Preamble**.

“Apache” means Apache Corporation, a Delaware corporation, and its successors or assigns.

“Applicable Law” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Approved Providers**” has the meaning set forth in Section 7.02(a).

“**BOC**” means the Texas Business Organizations Code, as amended and in effect at the time of this Agreement.

“**Book Depreciation**” means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be (a) if such difference is being eliminated by use of the remedial method under Treasury Regulations Section 1.704-3(d), the amount of book basis recovered for such period under the rules prescribed by Treasury Regulations Section 1.704-3(d)(2), or (b) if the remedial method is not used, an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Sole Manager in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

“**Book Value**” means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately before the distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such distribution;

(c) the Book Value of all Company assets may, in the sole discretion of the Sole Manager, be adjusted to equal their respective gross Fair Market Values, as reasonably determined by the Sole Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a *de minimis* Capital Contribution;

(ii) the distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company; and

(iii) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset

pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net Income and Net Losses.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in the State of Texas are authorized or required to close.

“Capital Account” has the meaning set forth in [Section 3.03](#).

“Capital Contribution” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

“Certificate of Formation” has the meaning set forth in the [Recitals](#).

“Certificate of Termination” means a certificate to be filed upon completion of the winding up and liquidation of the Company as set forth in [Section 11.04](#), which certificate shall be in the form required by § 11.101 of the BOC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the [Preamble](#).

“Company Minimum Gain” means “partnership minimum gain” as defined in Treasury Regulations Section 1.704-2(b)(2), substituting the term “Company” for the term “partnership” as the context requires.

“Confidential Information” has the meaning set forth in [Section 12.03\(a\)](#).

“Confirmation Order” means the confirmation order entered in Chapter 11 Case 20-33948, In re: Fieldwood Energy LLC, *et al*, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, in form and substance reasonably acceptable to Apache.

“Continuance” has the meaning set forth in Section 11.01.

“Covered Person” has the meaning set forth in [Section 9.01\(a\)](#).

“Decommissioning Agreement” means that certain Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood Energy LLC and GOM Shelf LLC, as amended by (i) the First Amendment thereto dated as of September 30, 2013, (ii) the Second

Amendment thereto dated as of September 30, 2013, (iii) the Third Amendment thereto dated effective as of April 25, 2017, (iv) the Fourth Amendment thereto dated effective as of September 1, 2017, as amended by that certain Letter Agreement dated January 3, 2018, and (v) the Fifth Amendment thereto dated effective as of April 11, 2018.

“Decommissioning Security” means the funds available from Trust A, the letters of credit, and the bonds from time to time outstanding pursuant to the Decommissioning Agreement or documents or instruments related thereto.

“Depletable Property” means each separate oil and gas property as defined in Section 614 of the Code.

“Divisive Merger Documents” means the certificate of division, the plan of division, the certificate of merger, and other documents filed by or on behalf of Fieldwood with respect to the Company with the Texas Secretary of State related to the creation of the Company.

“Electronic Transmission” means any form of communication, including communication by use of or participation in one or more electronic networks or databases, not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

“Equity Securities” means any and all Membership Interests of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Membership Interests, and warrants or other rights to acquire such Membership Interests.

“Estimated Tax Amount” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the Member’s Tax Amount for such Fiscal Year as estimated in good faith from time to time by the Sole Manager. In making such estimate, the Sole Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as the Sole Manager reasonably determines are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

“Excess Amount” has the meaning set forth in [Section 6.02\(c\)](#).

“Fair Market Value” of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction, as determined in good faith by the Sole Manager on such factors as the Sole Manager, in the exercise of his or her reasonable business judgment, considers relevant.

“Fieldwood” means Fieldwood Energy LLC, a Texas limited liability company, and its successors and assigns (excluding, for the avoidance of doubt, the Company).

“**[Fieldwood II]**” means [Fieldwood Energy II LLC], a [Delaware] limited liability company]², and its successors and assigns.

“**Fiscal Year**” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“**GAAP**” means generally accepted accounting principles in the United States of America in effect from time to time; provided, that, notwithstanding any term or provision contained in this Agreement, GAAP will be deemed for all purposes hereof to treat leases that would have not been considered to be indebtedness in accordance with GAAP as in effect on December 31, 2017 (whether such leases were in effect on such date or are entered into thereafter) in a manner consistent with the treatment of such leases under GAAP as in effect on December 31, 2017, notwithstanding any modification or interpretative changes thereto or implementations of any such modifications or interpretative changes that may have occurred thereafter.

“**GOM Shelf**” means GOM Shelf LLC, a Delaware limited liability company, and its successors and assigns.

“**GOM Shelf Properties**” means those assets or properties owned by GOM Shelf.

“**Governmental Authority**” means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

“**Independent Director**” means, initially, [●], or such other Person as may be designated or become the Independent Director pursuant to the terms of this Agreement. The Independent Director shall constitute a “manager” (as that term is defined in the BOC) of the Company.

“**Information Notice**” has the meaning set forth in Section 7.09.

“**Initial Member**” has the meaning set forth in the term **Member**.

“**Farmout Agreement**” means that certain Farmout Agreement of even date herewith by and between the Company and Fieldwood II.

“**Legacy Apache Properties**” means the list of assets set forth on Schedule I to the Plan of Merger.

² NTD: Name to be confirmed.

“**Legacy Apache Properties PSA**” means that Purchase and Sale Agreement, dated as of July 18, 2013, between Apache and certain of its affiliates, Fieldwood and certain of its affiliates, and GOM Shelf, as such agreement has been amended.

“**Lien**” means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

“**Liquidator**” has the meaning set forth in Section 11.03(a).

“**Losses**” has the meaning set forth in Section 9.03(a).

“**Member**” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “**Initial Member**”); and (b) each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the BOC, in each case so long as such Person is shown on the Company’s books and records as the owner of Membership Interests. The Members shall constitute “members” (as that term is defined in the BOC) of the Company.

“**Member Nonrecourse Debt**” means “partner nonrecourse debt” as defined in Treasury Regulations Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“**Member Nonrecourse Deduction**” means “partner nonrecourse deduction” as defined in Treasury Regulations Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“**Members Schedule**” has the meaning set forth in Section 3.01.

“**Membership Interest**” means an interest in the Company owned by a Member, including such Member’s right (a) to its distributive share of Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company; (b) to its distributive share of the assets of the Company; (c) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the BOC. The Membership Interest of each Member shall be expressed as a percentage interest and shall be as set forth on the Members Schedule.

“**Net Income**” and “**Net Loss**” mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company’s taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or taxable loss), but with the following adjustments:

(f) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;

(g) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;

(h) any gain or loss (including Simulated Gain) resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;

(i) any items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(j) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss;

(k) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(l) any items which are specially allocated pursuant to Section 5.02 hereof shall not be taken into account in computing Net Income or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 5.02 hereof shall be determined by applying rules analogous to those set forth in subparagraphs (a) through (f) above.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Section 1.704-2(b).

“Nonrecourse Liability” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

“Plan of Merger” means the Agreement and Plan of Merger of Fieldwood Energy LLC into Fieldwood Energy I LLC and Fieldwood Energy III LLC, dated as of [●], 2021, and adopted by Fieldwood Energy LLC, a Texas limited liability company.

“Plan of Reorganization” means the plan of reorganization of Fieldwood that was included in, and was confirmed by, the Confirmation Order.

“Qualified Person” has the meaning set forth in Section 7.02(a).

“Quarterly Estimated Tax Amount” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any calendar quarter of a Fiscal Year means the excess, if any of: (a) the product of (i) a quarter (1/4) in the case of the first calendar quarter of the Fiscal Year, half (1/2) in the case of the second calendar quarter of the Fiscal Year, three-quarters (3/4) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (ii) the Member’s Estimated Tax Amount for such Fiscal Year; over (b) all distributions previously made during such Fiscal Year to such Member.

“Recharacterization Mortgages” has the meaning assigned to such term in Section 6.7 of the Decommissioning Agreement.

“Regulatory Allocations” has the meaning set forth in Section 5.02(f).

“Rejection Notice” has the meaning set forth in Section 7.09.

“Related Party Agreement” means any agreement, arrangement, or understanding between or among the Company or any of its Affiliates, on the one hand, and the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates, or any Affiliate of the Independent Director, the Sole Manager or any member or officer of the Company or any of its Affiliates; in each case, as such agreement may be amended, modified, supplemented, or restated in accordance with the terms of this Agreement.

“Representative” means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors or lenders, counsel, accountants, and other agents of such Person.

“Restructuring Support Agreement” means the Restructuring Support Agreement, dated as of August 4, 2020, by and among (i) Fieldwood Energy LLC, a Delaware limited liability company, and including the Fieldwood PSA Parties (as defined therein); (ii) the Consenting FLTL Lenders (as defined therein); (iii) the Consenting SLTL Lenders (as defined therein); and (iv) Apache.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder, which shall be in effect at the time.

“Service Provider” has the meaning set forth in Section 7.04.

“**Service Provider Agreement**” has the meaning set forth in Section 7.04.

“**Shortfall Amount**” has the meaning set forth in Section 6.02(b).

“**Simulated Basis**” means, with respect to each Depletable Property, the Book Value of such property.

“**Simulated Depletion**” means, with respect to each Depletable Property, a depletion allowance computed in accordance with U.S. federal income tax principles (as if the Simulated Basis of the property were its adjusted tax basis and using simulated cost depletion) and in the manner specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2), provided that the Simulated Depletion with respect to a Depletable Property shall in no event exceed the Simulated Basis of such Depletable Property.

“**Simulated Gain or Loss**” means the simulated gain or loss computed with respect to a sale or other disposition of any Depletable Property pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(k)(2).

“**Sole Manager**” has the meaning set forth in Section 7.01.

“**Standby Facility**” means a secured line of credit to be provided by Apache to the Company and GOM Shelf to fund the ongoing plugging and abandonment and decommissioning of the Legacy Apache Properties and the GOM Shelf Properties, which shall become available to advance funds to the Company and for use in accordance with the Standby Facility Documentation. The Standby Facility shall be secured by a first-priority lien on all the assets of the Company (including all of the equity interests of GOM Shelf) and on all the GOM Shelf Properties, provided that such lien shall also secure the obligations of the Company to Apache under the Decommissioning Agreement.

“**Standby Facility Documentation**” means the Standby Loan Agreement, dated as of [●], 2020, by and between the Company and GOM Shelf, as borrowers, and Apache, as lender, and all of the other agreements, documents and instruments related thereto governing or setting forth terms and conditions of the Standby Facility or of the loans/borrowings made thereunder.

“**Subsidiary**” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“**Tax Advance**” has the meaning set forth in Section 6.02(a).

“**Tax Amount**” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for a Fiscal Year means the product of (a) the Tax Rate for such Fiscal Year and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Membership Interest.

“**Tax Matters Representative**” has the meaning set forth in Section 10.04(a).

“Tax Rate” of a Member, or if the Member is disregarded for U.S. federal income tax purposes, the members or beneficiaries of such Member, for any period, means the highest effective marginal combined federal, state, and local tax rate applicable to an individual residing in Houston, Texas (or, if higher, a corporation doing business in Houston, Texas), taking into account (a) the character (for example, long-term or short-term capital gain, ordinary, or exempt) of the applicable income and (b) if applicable, the deduction under IRC Section 199A.

“Taxing Authority” has the meaning set forth in **Section 6.03(b)**.

“Term Sheet” means that certain term sheet, dated July 31, 2020, among Fieldwood and certain of its Affiliates, on the one hand, and Apache and certain of its Affiliates, on the other hand.

“Transfer” means to, directly or indirectly, sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Membership Interests owned by a Person or any interest (including a beneficial interest) in any Membership Interests owned by a Person. **“Transfer”** when used as a noun shall have a correlative meaning. **“Transferor”** and **“Transferee”** mean a Person who makes or receives a Transfer, respectively.

“Transition Services Agreement” means the transition services agreement in form and substance attached hereto as **Exhibit A**.

“Treasury Regulations” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“Trust A” means the Fieldwood Decommissioning Trust A, a Delaware statutory trust.

“Withholding Advances” has the meaning set forth in **Section 6.03(b)**.

Section 1.02 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole.

The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

Unless the context otherwise requires, references herein: (x) to Articles, Sections, Exhibits, and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

ARTICLE II ORGANIZATION

Section 2.01 Formation.

(a) The Company was formed on [●], 2020, pursuant to the provisions of the BOC, upon the filing, or constructive filing with the Divisive Merger Documents, of the Certificate of Formation with the Secretary of State of the State of Texas.

(b) This Agreement shall constitute the “company agreement” (as that term is used in the BOC) of the Company. The rights, powers, duties, obligations, and liabilities of the Members, the Sole Manager and the Independent Director shall be determined pursuant to the BOC and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member, the Sole Manager or the Independent Director are different by reason of any provision of this Agreement than they would be under the BOC in the absence of such provision, this Agreement shall, to the extent permitted by the BOC, control.

Section 2.02 Name. The name of the Company is “Fieldwood Energy I LLC” or such other name or names as may be designated by the Sole Manager; provided, that the name shall always contain the words “Limited Liability Company” or “Limited Company” or an abbreviation of one of those phrases. Amendments to the Certificate of Formation or this Agreement to reflect any such name change may be made by the Sole Manager without the consent of the Members. The Sole Manager shall give prompt notice to the Members of any change to the name of the Company and any related amendment to the Certificate of Formation or this Agreement. The Company may conduct business under any assumed or fictitious name required by Applicable Law or otherwise deemed desirable by the Sole Manager.

Section 2.03 Principal Office. The principal office of the Company is located at [●], or such other place as may from time to time be determined by the Sole Manager. The Sole Manager shall give prompt notice of any such change to each of the Members and Apache.

Section 2.04 Registered Office; Registered Agent.

(a) The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Formation or such other office (which need not

be a place of business of the Company) as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

(b) The registered agent for service of process on the Company in the State of Texas shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Sole Manager may designate from time to time in the manner provided by the BOC and Applicable Law.

Section 2.05 Purposes; Powers.

(a) The purposes of the Company are to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the Legacy Apache Properties and to cause GOM Shelf to engage in the acquisition, disposition, ownership, operation, plugging and abandonment, and decommissioning of the GOM Shelf Properties, and to engage in any and all activities necessary or incidental to the foregoing purposes.

(b) At the date of this Agreement, the Company has no assets other than (i) the Legacy Apache Properties, including any accounts receivable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization and any cash flow generated from the Legacy Apache Properties after the effective date of the Plan of Reorganization (such cash flow shall be reinvested and used to fund operating expenditures, to fund plugging and abandonment and decommissioning activities associated with the Legacy Apache Properties and the GOM Shelf Properties, to fund capital expenditures on the Legacy Apache Properties approved and authorized in accordance with this Agreement, and to repay amounts outstanding, if any, under the Standby Facility); (ii) 100% of the limited liability company interests or other equity interests in GOM Shelf; and (iii) the initial capitalization provided by Fieldwood pursuant to the divisive merger in an amount equal to \$50 million *minus* the actual plugging and abandonment and decommissioning expenses incurred by Fieldwood between the date of its bankruptcy petition filing on August 3, 2020, and the effective date of the Plan of Reorganization.

(c) At the date of this Agreement, the Company has no liabilities other than (i) operational liabilities accruing after the effective date of the Plan of Reorganization (including any accounts payable associated with the Legacy Apache Properties accruing after the effective date of the Plan of Reorganization), (ii) plugging and abandonment and decommissioning liabilities and obligations (A) relating to the Legacy Apache Properties and (B) of GOM Shelf relating to the GOM Shelf Properties, (iii) obligations under the Decommissioning Agreement and the Legacy Apache Properties PSA, and (iv) obligations under the Standby Facility Documentation.

(d) The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the BOC.

Section 2.06 Term. The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Texas and shall continue in existence perpetually until the Company is terminated in accordance with the provisions of this Agreement.

ARTICLE III CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS

Section 3.01 Initial Capital Contributions. Contemporaneously with the execution of this Agreement, and pursuant to the Plan of Reorganization and as a result of a divisive merger pursuant to § 10.008 of the BOC, the Company shall have the property and assets identified in clauses (i) through (iii) in Section 2.05(b), which shall constitute the aggregate Capital Contributions made by the Initial Member. The Initial Member shall own Membership Interests in the amount set forth opposite such Member's name on Schedule A attached hereto (the "**Members Schedule**"). From and after the date of this Agreement, the Sole Manager shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

Section 3.02 Additional Capital Contributions. No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Sole Manager and, in connection with an issuance of additional Membership Interests, made in compliance with Section 7.06(e). To the extent that a Member makes an additional Capital Contribution to the Company, the Sole Manager shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member that fairly and equitably reflects the value of its additional Capital Contribution in relation to the aggregate amount of all Capital Contributions made by the Members.

Section 3.03 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with this Section 3.03. Each Capital Account shall be established and maintained in accordance with the following provisions:

- (a) Each Member's Capital Account shall be increased by the amount of:
 - (i) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;
 - (ii) any Net Income or other item of income or gain allocated to such Member pursuant to ARTICLE V; and
 - (iii) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.
- (b) Each Member's Capital Account shall be decreased by:
 - (i) the cash amount or Book Value of any property distributed to such Member pursuant to ARTICLE VI and Section 11.03(d);

(ii) the amount of any Net Loss or other item of loss or deduction allocated to such Member pursuant to ARTICLE V; and

(iii) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

Section 3.04 Succession Upon Transfer. In the event that any Membership Interests are Transferred in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred Membership Interests and, subject to Section 5.04, shall receive allocations and distributions pursuant to ARTICLE V, ARTICLE VI, and ARTICLE XI in respect of such Membership Interests.

Section 3.05 Negative Capital Accounts. In the event that any Member shall have a deficit balance in its Capital Account, such Member shall have no obligation, during the term of the Company or upon termination or liquidation thereof, to restore such negative balance or make any Capital Contributions to the Company by reason thereof, except as may be required by Applicable Law or in respect of any negative balance resulting from a withdrawal of capital or termination in contravention of this Agreement.

Section 3.06 No Withdrawals from Capital Accounts. No Member shall be entitled to withdraw any part of its Capital Account or to receive any distribution from the Company, except as otherwise provided in this Agreement. No Member shall receive any interest, salary, or drawing with respect to its Capital Contributions or its Capital Account, except as otherwise provided in this Agreement. The Capital Accounts are maintained for the sole purpose of allocating items of income, gain, loss, and deduction among the Members and shall have no effect on the amount of any distributions to any Members, in liquidation or otherwise.

Section 3.07 Treatment of Loans from Members. Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account, other than to the extent provided in Section 3.03(a)(iii), if applicable.

Section 3.08 Modifications. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Sole Manager determines that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed in order to comply with such Treasury Regulations, the Sole Manager may authorize such modifications without the consent of any Member.

ARTICLE IV MEMBERS

Section 4.01 No Personal Liability. Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort,

or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being a Member.

Section 4.02 No Withdrawal. So long as a Member continues to hold a Membership Interest, such Member shall not have the ability to withdraw or resign as a Member prior to the winding up and termination of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the winding up and termination of the Company shall be null and void. As soon as any Person who is a Member ceases to hold a Membership Interest, such Person shall no longer be a Member.

Section 4.03 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

Section 4.04 Certification of Membership Interests.

(a) The Sole Manager may, but shall not be required to, issue certificates to the Members representing the Membership Interests held by such Member.

(b) In the event that the Sole Manager shall issue certificates representing Membership Interests in accordance with **Section 4.04(a)**, then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Membership Interests shall bear a legend substantially in the following form:

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL EXECUTIVE OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, GIFT, PLEDGE, HYPOTHECATION, ENCUMBRANCE, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH COMPANY AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, GIFTED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT PURSUANT TO (A) A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (B) AN EXEMPTION FROM REGISTRATION THEREUNDER.

Section 4.05 Meetings of Members.

(a) Meetings of the Members may be called by (i) the Sole Manager or (ii) a Member or group of Members holding a majority of the Membership Interests.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than ten days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Sole Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Texas, as the Sole Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can talk to and hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to matters of the Company, including matters relating to the organization, internal affairs, or termination of the Company.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include business to be conducted by Members; provided, that the appropriate Members shall have been notified of the meeting in accordance with **Section 4.05(b)**. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of the Members holding a majority of the Membership Interests. Subject to **Section 4.06**, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to **Section 4.06**, **Section 7.05**, **Section 7.06**, **Section 12.10** or any provision of this Agreement or the BOC requiring the vote, consent, or approval of a different percentage of the Membership Interests, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding a majority of the outstanding Membership Interests.

Section 4.06 Action Without Meeting.

(a) Notwithstanding the provisions of **Section 4.05**, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Sole Manager of each such action taken by written consent of a Member or Members.

(b) A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.

(c) If any action or decision permitted by this Agreement to be taken or made by less than all of the Members is taken or made by a written consent signed by less than all of the Members, the Sole Manager shall, within ten calendar days after such action is taken or such decision is made, give written notice of the action taken or the decision made to the Members who did not sign the written consent.

Section 4.07 Power of Members. The Members shall have the power to exercise any and all rights or powers granted to Members pursuant to the express terms of this Agreement and the BOC. Except as otherwise specifically provided by this Agreement or required by the BOC, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind, the Company, other than to the extent that the Company has granted a power of attorney to such Member to bind the Company on such actions.

Section 4.08 Similar or Competitive Activities; Business Opportunities. Nothing contained in this Agreement shall prevent any Member or any of its Affiliates from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Members nor any of their Affiliates shall be obligated to account to the Company or to the other Members for any profits or income earned or derived from such other activities or businesses. None of the Members nor any of their Affiliates shall be obligated to inform the Company or the other Members of a business opportunity of any type or description.

ARTICLE V ALLOCATIONS

Section 5.01 Allocation of Net Income and Net Loss. For each Fiscal Year (or portion thereof), after giving effect to the special allocations set forth in **Section 5.02**, Net Income and Net Loss of the Company shall be allocated among the Members pro rata in accordance with their Membership Interests.

Section 5.02 Regulatory and Special Allocations. Notwithstanding the provisions of **Section 5.01**:

(a) If there is a net decrease in Company Minimum Gain (determined according to Treasury Regulations Section 1.704-2(d)(1)) during any Fiscal Year, each Member shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.02(a) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Member Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i). Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any Fiscal Year, each Member that has a share of such Member Nonrecourse Debt Minimum Gain shall be specially allocated Net Income for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to that Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.02(b) is intended to comply with the "minimum gain chargeback" requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions shall be allocated to the Members in accordance with their Membership Interests.

(d) In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Net Income shall be specially allocated to such Member in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit created by such adjustments, allocations, or distributions as quickly as possible. This Section 5.02(d) is intended to comply with the "qualified income offset" requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(e) Simulated Depletion and Simulated Loss with respect to any Depletable Property shall be allocated among the Members in proportion to their shares of the Simulated Basis in such property. Each Member's share of the Simulated Basis in each of the Company's Depletable Properties shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such Depletable Property is acquired by the Company, and shall be reallocated among the Members in accordance with the Members' Membership Interest as determined immediately following the occurrence of an event giving rise to any adjustment to the Book Values of the Company's oil and gas properties pursuant to the terms of this Agreement (or at the time of any material additions to the federal income tax basis of such Depletable Property).

(f) The allocations set forth in subsections Section 5.02(a), Section 5.02(b), Section 5.02(c), Section 5.02(d) and Section 5.02(e) above (the "**Regulatory Allocations**")

are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. Notwithstanding any other provisions of this **ARTICLE V** (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among Members so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to such Member if the Regulatory Allocations had not occurred.

Section 5.03 Tax Allocations.

(a) Subject to **Section 5.03(b)**, **Section 5.03(c)**, and **Section 5.03(d)**, all income, gains, losses and deductions of the Company shall be allocated, for federal, state, and local income tax purposes, among the Members in accordance with the allocation of such income, gains, losses, and deductions pursuant to **Section 5.01** and **Section 5.02**, except that if any such allocation for tax purposes is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses, and deductions shall be allocated among the Members for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in **Section 5.01** and **Section 5.02**.

(b) Items of Company taxable income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code Section 704(c) using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager, so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.

(c) If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in **Section 1.01(c)** of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using such reasonable method under Treasury Regulations Section 1.704-3 as shall be determined by the Sole Manager.

(d) Allocations of tax credit, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Sole Manager taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).

(e) The deduction for depletion with respect to each separate oil and gas property (as defined in Section 614 of the Code) shall, in accordance with Section 613A(c)(7)(D) of the Code, be computed for federal income tax purposes separately by the Members rather than the Company. The proportionate share of the adjusted tax basis of each oil and gas property shall be allocated to each Member in accordance with such Member's Membership Interest as of the time such oil and gas

property is acquired by the Company (and any additions to such U.S. federal income tax basis resulting from expenditures required to be capitalized in such basis shall be allocated among the Members in a manner designed to cause the Members' proportionate shares of such adjusted U.S. federal income tax basis to be in accordance with their Membership Interests as determined at the time of any such additions), and shall be reallocated among the Members in accordance with the Members' Membership Interests as determined immediately following the occurrence of an event giving rise to an adjustment to the Book Values of the Company's oil and gas properties. For purposes of the separate computation of gain or loss by each Member on the taxable disposition of each oil and gas property, the amount realized from such disposition shall be allocated (i) first, to the Members in an amount equal to the Simulated Basis in such oil and gas property in proportion to their allocable shares thereof and (ii) second, any remaining amount realized shall be allocated consistent with the allocation of Simulated Gain. The allocations described in this Section 5.03(e) are intended to be applied in accordance with the Members' "interests in partnership capital" under Section 613A(c)(7)(D) of the Code; provided, however, that the Members understand and agree that the Sole Manager may authorize special allocations of federal income tax basis, income, gain, deduction or loss, as computed for U.S. federal income tax purposes, in order to eliminate differences between Simulated Basis and adjusted U.S. federal income tax basis with respect to each oil and gas property, in such manner as determined consistent with the principles outlined in Sections 5.03(b) and 5.03(c). The provisions of this Section 5.03(e) and the other provisions of this Agreement relating to allocations under Section 613A(c)(7)(D) of the Code are intended to comply with Treasury Regulations Section 1.704-1(b)(4)(v) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. Each Member, with the assistance of the Company, shall separately keep records of its share of the adjusted tax basis in each oil and gas property, adjust such share of the adjusted tax basis for any cost or percentage depletion allowable with respect to such property and use such adjusted tax basis in the computation of its cost depletion or in the computation of its gain or loss on the disposition of such property by the Company. Upon the reasonable request of the Company, each Member shall advise the Company of its adjusted tax basis in each oil and gas property and any depletion computed with respect thereto, both as computed in accordance with the provisions of this subsection for purposes of allowing the Company to make adjustments to the tax basis of its assets as a result of certain transfers of interests in the Company or distributions by the Company. The Company may rely on such information and, if it is not provided by the Member, may make such reasonable assumptions as it shall determine with respect thereto. When reasonably requested by the Members, the Company shall provide all available information needed by such Members to comply with the record keeping requirements of this Section 5.03(e) and other applicable tax reporting obligations.

(f) Allocations pursuant to this **Section 5.03** are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions, or other items pursuant to any provisions of this Agreement.

Section 5.04 Allocations in Respect of Transferred Membership Interests. In the event of a Transfer of Membership Interests during any Fiscal Year made in compliance with the

provisions of **ARTICLE VIII**, Net Income, Net Losses, and other items of income, gain, loss, and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

ARTICLE VI DISTRIBUTIONS

Section 6.01 General.

(a) Subject to **Section 6.02**, distributions of available cash shall be made to the Members when and in such amounts as determined by the Sole Manager and only following (i) payment of all operating expenses of the Company, including required payments under the Transition Services Agreement or the Service Provider Agreement, (ii) the repayment in full to Apache of any outstanding principal amounts borrowed by the Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, and (iv) the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties. After making all distributions required for a given Fiscal Year under **Section 6.02** and repaying/paying all amounts then due and outstanding under the Standby Facility as described in the preceding sentence, distributions determined to be made by the Sole Manager pursuant to this **Section 6.01(a)** shall be paid to the Members in accordance with their respective Membership Interests.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to the Members (i) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, except as provided in Section 6.02, or (ii) if such distribution would violate § 101.206 of the BOC or other Applicable Law.

Section 6.02 Tax Advances.

(a) Subject to (i) any restrictions in the Company's then applicable debt-financing arrangements, including, but not limited to, the Standby Facility Documentation, (ii) the prior repayment in full to Apache of any outstanding principal amounts borrowed

by the Company under the Standby Facility and the payment of any accrued interest or premium thereon, in each case, pursuant to the Standby Facility Documentation, (iii) the prior reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates (A) in performing services on behalf of the Company in connection with the Legacy Apache Properties or the GOM Shelf Properties pursuant to a services contract between Apache or any of its Affiliates and the Company, (B) pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, and (C) pursuant to or as may be required in connection with the Decommissioning Agreement or plugging and abandonment and decommissioning of the Legacy Apache Properties or the GOM Shelf Properties, unless otherwise reimbursed in accordance with the Decommissioning Agreement, (iv) the prior cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, and (v) the Sole Manager's determination to retain any other amounts necessary to satisfy the Company's obligations, from and after such time, at least three days before each date prescribed by the Code for a calendar-year corporation to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such distribution, a "**Tax Advance**").

(b) If, at any time after the final Quarterly Estimated Tax Amount has been distributed pursuant to Section 6.02(a) with respect to any Fiscal Year, the aggregate Tax Advances to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "**Shortfall Amount**"), the Company shall use commercially reasonable efforts to distribute cash in proportion to and to the extent of each Member's Shortfall Amount. The Company shall use commercially reasonable efforts to distribute Shortfall Amounts with respect to a Fiscal Year before the 90th day of the next succeeding Fiscal Year; provided, that if the Company has made distributions other than pursuant to this Section 6.02, the Sole Manager may apply such distributions to reduce any Shortfall Amount.

(c) If the aggregate Tax Advances made to any Member pursuant to this Section 6.02 for any Fiscal Year exceed such Member's Tax Amount (an "**Excess Amount**"), such Excess Amount shall reduce subsequent Tax Advances that would be made to such Member pursuant to this Section 6.02, except to the extent taken into account as an advance pursuant to Section 6.02(d).

(d) Any distributions made pursuant to this Section 6.02 shall be treated for purposes of this Agreement as advances on distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise distributable to such Member pursuant to Section 6.01.

Section 6.03 Tax Withholding; Withholding Advances.

(a) **Tax Withholding.** Each Member agrees to furnish the Company with any representations and forms as shall be reasonably requested by the Company to assist it in determining the extent of, and in fulfilling, any withholding obligations it may have.

(b) **Withholding Advances.** The Company is hereby authorized at all times to make payments (“**Withholding Advances**”) with respect to each Member in amounts required to discharge any obligation of the Company, including any obligation under Section 6225 of the Code (as determined by the Tax Matters Representative) based on the advice of legal or tax counsel to the Company) to withhold or make payments to any federal, state, local or foreign taxing authority (a “**Taxing Authority**”) with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this **Section 6.03(b)** shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance in respect of a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the prime rate published in the Wall Street Journal on the date of payment plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution). Each Member’s reimbursement obligation under this **Section 6.03(b)** shall continue after such Member transfers its Membership Interests.

(c) **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties that may be asserted by reason of the Company’s failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this **Section 6.03(c)** and the obligations of a Member pursuant to **Section 6.03(b)** shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Membership Interests. The Company may pursue and enforce all rights and remedies it may have against each Member under this **Section 6.03**, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

(d) **Overwithholding.** None of the Company, the Sole Manager or the Independent Director shall be liable for any excess taxes withheld in respect of any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member’s sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

Section 6.04 Distributions in Kind.

(a) Subject to Sections 6.01 and 6.02, the Sole Manager is hereby authorized, as it may reasonably determine, to make distributions to the Members in the form of

securities or other property (but not including any oil and gas properties) held by the Company; provided, that Tax Advances shall only be made in cash. In any non-cash distribution, the securities or property so distributed will be distributed among the Members in the same proportion and priority as cash equal to the Fair Market Value of such securities or property would be distributed among the Members pursuant to **Section 6.01**.

(b) Any distribution of securities shall be subject to such conditions and restrictions as the Sole Manager determines are required or advisable to ensure compliance with Applicable Law. In furtherance of the foregoing, the Sole Manager may require that the Members execute and deliver such documents as the Sole Manager may deem necessary or appropriate to ensure compliance with all federal and state securities laws that apply to such distribution and any further Transfer of the distributed securities, and may appropriately legend the certificates that represent such securities to reflect any restriction on Transfer with respect to such laws.

ARTICLE VII MANAGEMENT

Section 7.01 Management of the Company. The business and affairs of the Company shall be managed, operated, and controlled by or under the direction of the Sole Manager (“**Sole Manager**”). Subject to the provisions of Section 7.06, the Sole Manager shall have, and is hereby granted, full and complete power, authority, and discretion for, on behalf of, and in the name of the Company, to take such actions as it may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company.

Section 7.02 Independent Director.

(a) The Independent Director shall (i) be a natural person who is not, nor for the prior five years has been, a director, officer, employee, trade creditor or equityholder (or spouse, parent, sibling or child of any of the foregoing) of (A) Fieldwood or any Affiliate of Fieldwood or (B) any prior or current lender of Fieldwood (a natural person satisfying such condition set forth in this clause (i), a “**Qualified Person**”) and (ii) be provided by Citadel SPV, Global Securitization Services, LLC, Corporation Service Company, CT Corporation, [Lord Securities Corporation]³, Wilmington Trust Company, or, if none of those companies is then in the service of providing professional independent directors, another nationally recognized company selected by Fieldwood (or, following the divisive merger of Fieldwood pursuant to § 10.008 of the BOC, Fieldwood II) subject to Apache’s prior consent, which may be given or withheld in its sole discretion (such providers collectively, the “**Approved Providers**”). [●] is the Qualified Person provided by an Approved Provider that, as of the date of this Agreement, has been appointed to serve as the initial Independent Director and has also been approved to serve as the initial Independent Director for the Company in connection with the Confirmation Order entered

³ NTD: Does this entity still exist?

by the Bankruptcy Court for the Southern District of Texas before which the reorganization of Fieldwood was being conducted.

(b) The Independent Director may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. If the Independent Director is removed with Apache's written consent or the Independent Director resigns or otherwise ceases to serve in such capacity, then the Company (acting by majority vote of its Members) shall select another Qualified Person from the Approved Providers to serve as the Independent Director.

Section 7.03 Sole Manager. The Company shall not have any officers or employees other than a Sole Manager. In accordance with the procedure for the selection of the Sole Manager set forth in the Term Sheet, [●] has been selected and designated to serve as the initial Sole Manager. The Sole Manager may not be removed without Apache's prior written consent, which may be given or withheld in its sole discretion. In the event that the Sole Manager is removed with Apache's written consent or the Sole Manager resigns or otherwise ceases to serve in such capacity, then the Sole Manager shall be selected pursuant to the following procedure: Apache and the Company (acting through the Independent Director for all purposes under this Section 7.03, who shall solicit input from Fieldwood II for all purposes under this Section 7.03) shall each provide the other with a list of three natural persons, each having a minimum of five years of relevant experience in the energy sector; and if one or more names appear on both Apache's and the Company's lists, then the Company will select, and the Member(s) shall cause the Company to select, the new Sole Manager from those common names; if, however, there are no common names between Apache's and the Company's lists, then Apache and the Company (acting through the Independent Director, who shall solicit input from Fieldwood II) shall each have the right to strike two names from the other's list, and the new Sole Manager shall be selected by the Independent Director from the remaining two names.

Section 7.04 Service Provider.

(a) Subject to the Transition Services Agreement described below in Section 7.04(b), the Sole Manager shall hire one or more third-party service provider(s) (whether one or more, collectively, the "**Service Provider**") to perform all operations and plugging and abandonment and decommissioning activities with respect to the Company's and GOM Shelf's properties or assets in a manner consistent with the procedures set forth in this Section 7.04. The Sole Manager shall solicit and obtain a bid for the work to be performed by each Service Provider from not less than three qualified candidates, each of which must (i) have a minimum of five years of relevant experience and (ii) not be, as of such date when bids are submitted, an Affiliate of Apache; such bids shall detail the scope, terms and conditions of the work to be performed, along with the price to be paid for the performance of such work. The Company shall share copies of each such bid received with Apache promptly following receipt thereof. Following the receipt of such bids, with Apache's prior written consent (which may be given or withheld in its sole discretion), the Sole Manager shall select the candidate whose bid contains the lowest price and best terms for the work to be performed, in view of their relevant experience (all as determined in good faith by the Sole Manager and consented to by Apache), to serve as the Service Provider, and shall

cause the Company to enter into an agreement with such Service Provider (such agreement, a “**Service Provider Agreement**”) to provide services contemplated in this Section 7.04; provided that, immediately prior to executing such Service Provider Agreement, the Sole Manager shall have confirmed that the proposed Service Provider satisfies the candidate qualifications detailed in clause (ii) of the immediately prior sentence (as if being considered on the date of such Service Provider Agreement rather than the date when bids are submitted), and if the proposed Service Provider does not satisfy such candidate qualifications, the Sole Manager shall then reconsider the submitted bids and select another candidate in accordance with the requirements of this sentence as if the previously selected candidate had not submitted a bid. Any Service Provider Agreement shall be in such form and contain such terms as the Sole Manager determines in good faith to be appropriate and consistent with this Section 7.04. In the event that the Sole Manager elects to remove the Service Provider or the Service Provider otherwise ceases to provide its services in such capacity, then the Sole Manager shall again bid out the work, and shall select the Person to serve as the successor Service Provider, in accordance with the foregoing procedures of this Section 7.04.

(b) Upon the effectiveness of the Plan of Reorganization, the Company shall enter into the Transition Services Agreement with Fieldwood II pursuant to which Fieldwood II shall provide transitional operations for the Company in accordance with the terms of the Transition Services Agreement. The Company and Fieldwood II (in its sole discretion) may mutually agree that Fieldwood II shall become the Service Provider, at the effective time of which the Transition Services Agreement shall terminate, and the Sole Manager shall cause the Company to enter into the Service Provider Agreement with Fieldwood II. Furthermore, as provided in the Transition Services Agreement, the Transition Services Agreement may be terminated by the Company, in its sole discretion, in accordance with the terms of the Transition Services Agreement.

Section 7.05 Actions Requiring Independent Director Consent and Service Provider. Without the prior consent of the Independent Director (which consent may be given or withheld in the sole discretion of the Independent Director), and the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

- (a) amend, modify, supplement or waive the Certificate of Formation, this Agreement or any other organizational documents of the Company or its Subsidiaries;
- (b) remove or replace the Sole Manager or the Service Provider;
- (c) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion or sale of all or substantially all of the Company’s or GOM Shelf’s properties or assets;
- (d) wind-up, dissolve, liquidate or terminate the Company or any of its Subsidiaries prior to the occurrence of any event set forth in Section 11.01 or enter into a

receivership or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(e) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(f) reinstate the Company or GOM Shelf after termination.

Except as provided in the fourth sentence of Section 9.02(a), in exercising its rights and performing its duties under this Agreement (including pursuant to this Section 7.05), the Independent Director shall have fiduciary duties of loyalty and care similar to that of a director of a business corporation organized under the BOC.

Section 7.06 Actions Requiring Apache Consent. Without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion, unless expressly indicated otherwise), the Company shall not do, or enter into any commitment to do, and shall not cause or permit GOM Shelf to do, or enter into any commitment to do, any of the following:

(a) conduct or be involved in any business or operations other than (i) operating or plugging and abandoning and decommissioning the Legacy Apache Properties and (ii) causing GOM Shelf to operate or plug and abandon and decommission the GOM Shelf Properties;

(b) purchase or farm-in any properties or assets or sell any of the Company's or GOM Shelf's properties or assets; provided that, following receipt of any such written consent from Apache to purchase or farm-in any properties or assets, other than with respect to usual and ordinary G&A and operating expenditures required to own and maintain such properties or assets, no additional funds of, or available to, the Company or GOM Shelf shall be spent with respect to such properties or assets without the prior written consent of Apache (which written consent may be given or withheld in Apache's sole discretion), provided further, however, that if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(c) farm-out any of the Company's or GOM Shelf's properties or assets; provided, however, if any Person makes an unsolicited proposal to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties on fair market terms and conditions (including fair market rates of return), then the Company shall be obligated to market (or cause GOM Shelf to market) such farm-in opportunity and accept (or cause GOM Shelf to accept) the highest and best offer for such farm-in opportunity as long as

the farm-in transaction would be accretive to the Company's consolidated cash flow, and in such instance no consent from Apache will be required if Apache has made or bid on such farm-in opportunity;

(d) incur indebtedness for borrowed money other than pursuant to the Standby Facility, pledge or grant Liens on any properties or assets of the Company or GOM Shelf other than those provided pursuant to the Standby Facility Documentation and the Recharacterization Mortgages, or guarantee, assume, endorse or otherwise become responsible for the obligations of any other Person;

(e) issue additional Membership Interests or any other Equity Securities or admit additional Members to the Company, or issue additional equity interests of or admit additional members to GOM Shelf;

(f) use its free cash flow (after operating expenses) for any purposes other than fulfilling its obligations to Apache under the Decommissioning Agreement and the Standby Facility Documentation for so long as the obligations thereunder have yet to be satisfied in full (for the avoidance of doubt, Apache's consent shall be required for any development activities proposed by Fieldwood II under the Farmout Agreement);

(g) make any loan, advance, or capital contribution or make any investment in any Person;

(h) enter into, amend, waive, or terminate any Related Party Agreement;

(i) amend, modify, supplement, restate, or waive any provision of the Certificate of Formation, this Agreement, or any other organizational documents of the Company or its Subsidiaries (and any such amendment, modification, supplement, or waiver that is attempted without Apache's prior written consent shall be void *ab initio* and without effect);

(j) engage in any activity or take any action with respect to its properties or assets, other than in the ordinary course of business;

(k) select, remove, or replace, or change the work to be performed by, the Service Provider;

(l) remove, replace, or change the powers, rights, or responsibilities of, the Sole Manager or the Independent Director;

(m) establish a Subsidiary or enter into any joint venture or similar business arrangement or enter into a transaction covered by Section 7.09;

(n) settle any lawsuit, action, dispute, or other proceeding or otherwise assume any liability or agree to the provision of any equitable relief by the Company or GOM Shelf;

(o) enter into a fundamental business transaction (as such term is defined in the BOC), including a merger, consolidation, interest exchange, conversion, or sale of all or substantially all of the Company's or GOM Shelf's properties or assets;

(p) wind-up, dissolve, liquidate, or terminate the Company or any of its Subsidiaries or initiate a bankruptcy proceeding involving the Company or any of its Subsidiaries;

(q) revoke a voluntary decision to wind up the Company or GOM Shelf or cancel the required winding up of the Company due to an event specified in § 11.051 of the BOC; or

(r) reinstate the Company or GOM Shelf after termination.

In addition to the foregoing, if (i)(A) the Company or GOM Shelf defaults on its plugging and abandonment and decommissioning obligations under the Decommissioning Agreement, (B) any Governmental Authority or any other Person seeks to cause Apache or its Affiliates to conduct plugging and abandonment or decommissioning activity that is required in accordance with Applicable Law or contract in respect of any of the Legacy Apache Properties or the GOM Shelf Properties, and (C) Apache conducts such plugging and abandonment or decommissioning activity or activities, or (ii) prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, any letter of credit or bond that is part of the Decommissioning Security is not renewed in a manner consistent in all respects with the existing terms of such letter of credit or bond, then the Company shall, and the Independent Director and the Sole Manager shall cause the Company to: (x) if applicable, as promptly as practicable after the Independent Director or the Sole Manager becomes aware of an event described in clause (ii) immediately above, provide written notice to Apache of the upcoming expiration of, and inability to renew, such letter of credit or bond in a manner consistent in all respects with the existing terms of such letter of credit or bond, and use its best efforts to assist Apache in drawing under the expiring letter of credit or bond so that drawn funds can be contributed to Trust A; (y) take any action reasonably requested by Apache to entitle Apache to be reimbursed by the Company or to draw on the cash in Trust A or the other Decommissioning Security to pay or reimburse Apache for the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures, which costs shall be determined in good faith by Apache based on the time spent by such employees in performing or overseeing such activities) and expenses incurred in conducting such activity or activities or, if such costs have been paid by Trust A or reimbursed to Apache with funds from Trust A, then to contribute funds to Trust A; and (z) not take any position in any proceeding opposed to or that is otherwise inconsistent with Apache's ability to draw on the cash in Trust A or the other Decommissioning Security to pay or reimburse Apache for such costs and expenses incurred in conducting such activity or activities or to contribute funds to Trust A.

Furthermore, the Company shall provide written notice to Apache of (i) each request or proposal the Company or GOM Shelf receives from a Person to farm in to any of the Legacy Apache Properties or the GOM Shelf Properties and (ii) each prospective joint development under the Farmout Agreement. In connection with each of the foregoing, the Company shall, and shall cause GOM Shelf to, provide Apache full and open access to all information that the Company or GOM Shelf has regarding each such opportunity.

Section 7.07 Compensation and Reimbursement of the Independent Director, the Sole Manager, the Service Provider and Fieldwood II. The Independent Director shall be compensated for the services provided by such individual as the Independent Director of the Company in the amount as specified in Schedule B attached hereto. The Sole Manager shall be compensated for the services provided by such individual as the Sole Manager of the Company in the amount as specified in Schedule C attached hereto. The Company shall reimburse the Independent Director and the Sole Manager for all ordinary, necessary, and direct third-party expenses incurred by the Independent Director and the Sole Manager, respectively, on behalf of the Company in carrying out the Company's business activities. All reimbursements for expenses shall be reasonable in amount and shall not exceed \$[●] in the aggregate for any Fiscal Year. The Service Provider shall be compensated for the services provided by the Service Provider and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as shall be set forth in the applicable Service Provider Agreement. Fieldwood II shall be compensated for its services under the Transition Services Agreement and reimbursed for the out-of-pocket costs and expenses incurred in connection therewith as set forth in the Transition Services Agreement.

Section 7.08 No Personal Liability. Except as otherwise provided in the BOC, by Applicable Law, or expressly in this Agreement, neither the Independent Director nor the Sole Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, including a debt, obligation, or liability under a judgment, decree, or order of a court, solely by reason of being or acting as the Independent Director or the Sole Manager, as applicable.

Section 7.09 Funding Capital Expenditures. Prior to the cessation of all production from, and completion of all plugging and abandonment and decommissioning activities on, the Legacy Apache Properties and the GOM Shelf Properties, if the Company receives a proposal that the Company engage in any project that is forecast to increase production or cash flow generated from the Legacy Apache Properties or the GOM Shelf Properties (excluding any proposed development activities pursuant to the Farmout Agreement), then the Sole Manager shall, through a written notice, offer to Apache the opportunity to fund the capital expenditures related to such project on behalf of the Company on terms and subject to conditions to be mutually agreed between the Company and Apache; provided that the Company acknowledges and agrees that if any such capital expenditures are funded, in whole or in part, out of funds then available to be borrowed by the Company under the Standby Facility, any additional properties or assets obtained or that come into existence as a result of the use of such borrowed amounts under the Standby Facility, including, without limitation, any increased production or cash amounts generated thereby, shall be pledged as additional security under the Standby Facility Documentation. Such written notice provided to Apache shall include all available details about such opportunity, including, but not limited to, the forecast impact on production and cash flow from the Legacy Apache Properties or

the GOM Shelf Properties, as appropriate. Apache shall have a reasonable period (not to exceed 20 Business Days) following its receipt of such written notice to provide written notice to the Company of (a) Apache's election to fund any such capital expenditures and the terms and conditions that Apache proposes to apply thereto, including whether it will fund such capital expenditure, in whole or in part, using amounts then available to be borrowed by the Company under the Standby Facility (such notice, an "**Acceptance Notice**"), (b) Apache's election not to fund any such capital expenditures (such notice, a "**Rejection Notice**"), or (c) Apache's request for additional information it requires to fully evaluate the proposed project (such notice, an "**Information Notice**"). If Apache provides a timely Acceptance Notice, then the Company and Apache shall endeavor in good faith to negotiate the proposed terms and conditions that will apply thereto, and if mutually satisfactory terms are agreed to by the Company and Apache, such terms and conditions shall be documented as promptly as practicable and the closing of such agreement and funding(s) of such capital expenditures shall occur as so agreed. If (i) Apache timely provides to the Company a Rejection Notice, (ii) Apache timely provides an Acceptance Notice but the Company and Apache are unable within 60 Business Days after the Company's receipt of the Acceptance Notice to agree upon mutually satisfactory terms and conditions applicable thereto, or (iii) Apache does not submit a timely response to the offer, then the offer for Apache to fund the capital expenditures of the Company in the applicable project shall be deemed rejected by Apache and the Company shall have 180 days within which to obtain third-party funding for such capital expenditures subject to, and in accordance with, the other terms and conditions of this Agreement (including, without limitation, Section 7.06); provided, however, if the Company is unable to obtain such funding subject to, and in accordance with, the other terms and conditions of this Agreement within such 180-day period, then the Company must again follow the procedures in this Section 7.09 and offer Apache the opportunity to fund such expenditures. If Apache timely provides the Company with an Information Notice, then the Company shall endeavor in good faith to promptly provide the requested information to Apache, and following Apache's receipt of such information, Apache shall have the right to accept or reject such offer on the terms set forth in this Section 7.09.

ARTICLE VIII TRANSFER

Section 8.01 General Restrictions on Transfer.

(a) No Member shall Transfer all or any portion of its Membership Interest in the Company without the prior written approval of:

(i) Apache and the Company prior to (A) the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties, (B) the repayment in full of any and all amounts outstanding under the Standby Facility and the satisfaction of all obligations under the Standby Facility Documentation, (C) the payment or reimbursement by the Company or from funds available under the Decommissioning Security of the costs (which costs shall include, without limitation, costs of compensation and benefits of officers and employees of Apache and its Affiliates that devote any of their productive time to performing or

overseeing any of the plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties in accordance with the provisions on Schedule D attached hereto applied in a consistent manner as the application of COPAS procedures) and expenses incurred by Apache and its Affiliates (1) in performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties or (2) pursuant to or as may be required in connection with the Decommissioning Agreement, and (D) the reimbursement to Apache and its Affiliates for any and all costs and expenses incurred by Apache or any of its Affiliates pursuant to the penultimate sentence of Section 12.01 in connection with evaluating any matter specified in Section 7.06 for which Apache's consent is requested or required; and

(ii) thereafter, the Company.

(b) Subject to Section 8.01(a), each Member agrees that it will not Transfer all or any portion of its Membership Interest in the Company, and the Company agrees that it shall not issue any Membership Interests:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Membership Interests, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulations Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the BOC;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Membership Interest in violation of this Agreement shall be null and void *ab initio*, no such Transfer shall be recorded on

the Company's books, and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Membership Interest for all purposes of this Agreement.

(d) Subject to Section 7.06(e), no Transfer of any Membership Interest to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee has executed a joinder agreement in form and substance acceptable to the Company.

(e) For the avoidance of doubt, any completed Transfer of a Membership Interest permitted by this Agreement shall be deemed a sale, transfer, assignment, or other disposal of such Membership Interest in its entirety as intended by the parties to such Transfer, and shall not be deemed a sale, transfer, assignment, or other disposal of any less than all of the rights and benefits described in the definition of the term "Membership Interest."

ARTICLE IX EXCULPATION AND INDEMNIFICATION

Section 9.01 Exculpation of Covered Persons.

(a) **Covered Persons.** As used herein, the term "**Covered Person**" shall mean (i) each current or former Member; (ii) each current or former manager, officer, director (including the Independent Director), shareholder, partner, member, Affiliate, employee, agent, or Representative of each Member, and each of their Affiliates; and (iii) each manager (including the Sole Manager), officer (if any), employee (if any), agent, or Representative of the Company.

(b) **Standard of Care.** Subject to Section 9.02(a) with respect to the Independent Director, no Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) **Good Faith Reliance.** A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, Net Income, or Net Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Member; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence

shall in no way limit any Person's right to rely on information to the extent provided in § 3.102 or § 3.105 of the BOC.

Section 9.02 Liabilities and Duties of Covered Persons.

(a) **Limitation of Liability.** This Agreement, unless otherwise specifically stated herein, is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligations of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person. Notwithstanding anything to the contrary in this Article IX, to the fullest extent permitted by Applicable Law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of the Company, including its creditors, in acting or otherwise consenting to matters requiring the consent of the Independent Director in this Agreement. Except for duties to the Company as set forth in the immediately preceding sentence (including duties to the Members and the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) all other interests of the Members, (ii) the interests of other Affiliates of the Company, and (iii) the interests of any group of Affiliates of which the Company is a part) and in the last sentence of Section 7.05, the Independent Director shall not have any fiduciary duties to the Members or any other Person bound by this Agreement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, the Independent Director shall not be liable to the Company, the Members or any other Person bound by this Agreement for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct.

(b) **Duties.** Except as provided in Section 9.02(a) with respect to the Independent Director, whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), the Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 9.03 Indemnification.

(a) **Indemnification.** To the fullest extent permitted by the BOC, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the BOC permitted the Company to provide prior to such amendment, substitution, or replacement), the Company shall indemnify, hold harmless, defend, pay, and reimburse any Covered Person against any and all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in investigating or defending against such losses, claims, damages, judgments, fines, or liabilities, and any amounts expended in settlement of any claims (collectively, “**Losses**”) to which such Covered Person may become subject by reason of:

(i) any act or omission or alleged act or omission performed or omitted to be performed on behalf of the Company, any Member, or any direct or indirect Subsidiary of the foregoing in connection with the business of the Company; or

(ii) such Covered Person being or acting in connection with the business of the Company as a member, shareholder, Affiliate, manager, director, officer, employee, or agent of the Company, any Member, or any of their respective Affiliates, or that such Covered Person is or was serving at the request of the Company as a member, manager, director, officer, employee, or agent of any Person including the Company;

provided, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful, and (y) such Covered Person’s conduct did not constitute fraud or willful and intentional misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person’s conduct was unlawful, or that the Covered Person’s conduct constituted fraud or willful misconduct.

(b) **Control of Defense.** Upon a Covered Person’s discovery of any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this **Section 9.03**, the Covered Person shall give prompt written notice to the Company of such claim, lawsuit, or proceeding, provided, that the failure of the Covered Person to provide such notice shall not relieve the Company of any indemnification obligation under this **Section 9.03**, unless the Company shall have been materially prejudiced thereby. The Company shall be entitled to participate in or assume the defense of any such claim, lawsuit, or proceeding at its own expense. After notice from the Company to the Covered Person of its election to assume the defense of any such claim,

lawsuit, or proceeding, the Company shall not be liable to the Covered Person under this Agreement or otherwise for any legal or other expenses subsequently incurred by the Covered Person in connection with investigating, preparing to defend, or defending any such claim, lawsuit, or other proceeding. If the Company does not elect (or fails to elect) to assume the defense of any such claim, lawsuit, or proceeding, the Covered Person shall have the right to assume the defense of such claim, lawsuit, or proceeding as it deems appropriate, but it shall not settle any such claim, lawsuit, or proceeding without the consent of the Company (which consent shall not be unreasonably withheld, conditioned, or delayed).

(c) **Reimbursement.** The Company shall promptly reimburse (and/or advance to the extent reasonably required) each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.03; provided, that if it is finally judicially determined that such Covered Person is not entitled to the indemnification provided by this Section 9.03, then such Covered Person shall promptly reimburse the Company for any reimbursed or advanced expenses.

(d) **Entitlement to Indemnity.** The indemnification provided by this Section 9.03 shall not be deemed exclusive of any other rights to indemnification to which those seeking indemnification may be entitled under any agreement or otherwise. The provisions of this Section 9.03 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.03 and shall inure to the benefit of the executors, administrators, legatees, and distributees of such Covered Person.

(e) **Insurance.** To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Sole Manager may reasonably determine; provided, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(f) **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section 9.03 shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal

liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

(g) **Savings Clause.** If this Section 9.03 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.03 to the fullest extent permitted by any applicable portion of this Section 9.03 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(h) **Amendment.** The provisions of this Section 9.03 shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section 9.03 is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section 9.03 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

Section 9.04 Survival. The provisions of this ARTICLE IX shall survive the dissolution, liquidation, winding up, and termination of the Company.

ARTICLE X ACCOUNTING; TAX MATTERS

Section 10.01 Financial Statements and Other Information. The Company shall furnish to each Member and Apache the following reports:

(a) **Annual Financial Statements.** As soon as available, and in any event within 105 days after the end of each Fiscal Year, its audited consolidated balance sheet and related consolidated statements of operations, Members' equity and cash flows as of the end of and for such year prepared under AICPA auditing standards, setting forth in each case in comparative form the figures for the previous Fiscal Year, all reported on by independent public accountants acceptable to each Member and Apache (without a "going concern" or like qualification, commentary, or exception (except to the extent that any such qualification, commentary, or exception expressly indicates that after giving effect to the exclusion of asset retirement obligations reflected on the accompanying balance sheet, there would be no such qualification, commentary, or exception), and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied;

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 50 days after the end of each quarterly accounting period in each Fiscal Year (including the last fiscal quarter of the Fiscal Year), its unaudited consolidated balance sheet and related unaudited consolidated statements of operations, Members' equity and

cash flows as of the end of and for such fiscal quarter and the then elapsed portion of the current Fiscal Year, setting forth in each case in comparative form the figures for the corresponding period or periods of the previous Fiscal Year or as at the end of such period or periods, all in reasonable detail and certified by the Company as presenting fairly in all material respects the consolidated financial condition and results of operations of the Company and GOM Shelf in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes; and

(c) **Monthly Operating Data.** As soon as available, but in no event later than 15 Business Days after the end of each calendar month, a statement in a form reasonably satisfactory to each Member and Apache showing all operating data for the Company and GOM Shelf, including operating expenses and revenue for each of the Company and GOM Shelf, for such calendar month.

(d) **Operating Budget.** As soon as available, but in any event no later than 60 days after the end of each Fiscal Year of the Company, a detailed operating budget for the Fiscal Year, forecasting revenue, operating costs, and capital expenses for each fiscal quarter in form reasonably satisfactory to each Member and Apache.

(e) **Additional Information.** Promptly following any reasonable request therefor, such other information regarding the operations, business affairs and financial condition of each of the Company and GOM Shelf, as any Member or Apache may reasonably request, including, without limitation, decommissioning cost estimates and calculations.

Section 10.02 Inspection Rights. Upon reasonable notice from a Member or Apache, the Company shall afford each Member or Apache and their respective Representatives access during normal business hours to (a) the Company's properties, offices, plants, and other facilities; (b) the corporate, financial, and similar records, reports, and documents of the Company, including, without limitation, all books and records, minutes of proceedings, internal management documents, reports of operations, reports of adverse developments, copies of any management letters and communications with Members or the Sole Manager or Independent Director, and to permit each Member or Apache and their respective Representatives to examine such documents and make copies thereof; and (c) any officers, senior employees, and public accountants of the Company, and to afford each Member or Apache and their respective Representatives the opportunity to discuss and advise on the affairs, finances, and accounts of the Company with such officers, senior employees, and public accountants (and the Company hereby authorizes said accountants to discuss with such Member or Apache and their respective Representatives such affairs, finances, and accounts).

Section 10.03 Income Tax Status. It is the intent of the Company and the Members that the Company shall be treated as a partnership or a disregarded entity for U.S., federal, state, and local income tax purposes. Neither the Company nor any Member shall make an election for the Company to be classified as other than a partnership or a disregarded entity pursuant to Treasury Regulations Section 301.7701-3.

Section 10.04 Tax Matters Representative.

(a) **Appointment.** The Members hereby appoint the Sole Manager as “partnership representative” as provided in Code Section 6223(a) (the “**Tax Matters Representative**”). If any state or local tax law provides for a tax matters partner/partnership representative or Person having similar rights, powers, authority or obligations, the person designated as the Tax Matters Representative shall also serve in such capacity. To the extent required by Applicable Law, if the Tax Matters Representative is an entity, it shall appoint a “designated individual” to act on its behalf. The Tax Matters Representative can be removed at any time by a vote of Members holding a majority of the Membership Interests, and shall resign if it is no longer a Member. In the event of the resignation or removal of the Tax Matters Representative, Members holding a majority of the Membership Interests shall select a replacement Tax Matters Representative.

(b) **Tax Examinations and Audits.** The Tax Matters Representative is authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by Taxing Authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Tax Matters Representative shall promptly notify the Members in writing of the commencement of any tax audit of the Company, upon receipt of a tax assessment and upon receipt of a notice of final partnership adjustment, and shall keep the Members reasonably informed of the status of any tax audit and resulting administrative and judicial proceedings. Without the consent of Members holding a majority of the Membership Interests, the Tax Matters Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency or enter into any settlement agreement relating to items of income, gain, loss or deduction of the Company with any Taxing Authority.

(c) **US Federal Tax Proceedings.** The Members acknowledge that the Company may elect the application of Section 6226 of the Code. This acknowledgement applies to each Member whether or not the Member owns an interest in the Company in both the reviewed year and the year of the tax adjustment. In the event that the Company elects the application of Section 6226 of the Code, the Members agree and covenant to take into account and report to the Internal Revenue Service (or any other applicable taxing authority) any adjustment to their tax items for the reviewed year of which they are notified by the Company in a written statement, in the manner provided in Section 6226(b) of the Code, whether or not the Member owns any interest in the Company at such time. Any Member that fails to report its share of such adjustments on its tax return, agrees to indemnify and hold harmless the Company and the Tax Matters Representative from and against any and all losses, costs, liabilities and expenses related to taxes (including penalties and interest) imposed on the Company as a result of the Member’s inaction. If the Company is required to pay the assessment of the imputed underpayment under Section 6225(a)(1) of the Code or similar provisions of state law, any taxes, penalties, and interest payable by the Company shall be treated as attributable to the Members, and, to the extent possible, the Tax Matters Representative shall allocate the burden of any such

amounts to those Members to whom such amounts are reasonably attributable taking into account the Member's or former Member's allocable share of taxable income or loss with respect to the Fiscal Year to which such assessment pertains and adjustments that may have been made in computing the imputed underpayment. To the extent that any such amount is payable by the Company, at the option of the Tax Matters Representative, such amount shall be recoverable from such Member as provided in Section 6.03(c). The provisions contained in this Section 10.04 shall survive the dissolution, termination or liquidation of the Company, the withdrawal of any Member or the transfer of any Member's interest in the Company and apply to unadmitted assignees of a Member Interest who may be considered current or former partners of the Company for federal tax purposes.

(d) **Tax Returns.** Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return.

(e) **Section 754 Election.** The Tax Matters Representative will make an election under Code Section 754, if the Company is to be taxed as a partnership for federal tax purposes.

(f) **Indemnification.** The Company shall defend, indemnify, and hold harmless the Tax Matters Representative against any and all liabilities sustained as a result of any act or decision concerning Company tax matters and within the scope of responsibilities as Tax Matters Representative, so long as such act or decision was done or made in good faith and does not constitute gross negligence or willful misconduct.

Section 10.05 Tax Returns. At the expense of the Company, the Sole Manager (or any officer of the Company that it may designate pursuant to this Agreement) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, the Sole Manager or any designated officer of the Company, as applicable, will cause to be delivered to each Person who was a Member at any time during such Fiscal Year, IRS Schedule K-1 to Form 1065, if applicable, and such other information with respect to the Company as may be necessary for the preparation of such Person's federal, state, and local income tax returns for such Fiscal Year.

Section 10.06 Company Funds. All funds of the Company shall be deposited in its name, or in such name as may be designated by the Sole Manager, in such checking, savings, or other accounts, or held in its name in the form of such other investments as shall be designated by the Sole Manager. The funds of the Company shall not be commingled with the funds of any other Person. All withdrawals of such deposits or liquidations of such investments by the Company shall be made exclusively upon the signature or signatures of the Sole Manager, or any officer or officers of the Company that may be designated by the Sole Manager, as applicable, pursuant to this Agreement.

ARTICLE XI WINDING UP AND TERMINATION

Section 11.01 Events Requiring Winding Up. The Company shall begin to wind up its business and affairs only upon the occurrence of any of the following events (in each case, subject to the applicable provisions of Section 7.06):

- (a) upon the cessation of all production from, and completion of all plugging and abandonment and decommissioning on, the Legacy Apache Properties and the GOM Shelf Properties;
- (b) the occurrence of a nonwaivable event under the terms of the BOC which requires the winding up of the Company after its termination unless a Continuance occurs in respect of such event; or
- (c) the entry of a judicial decree ordering winding up and termination under § 11.314 of the BOC in proceedings of which Apache has been given notice and an opportunity to participate.

Notwithstanding the occurrence of an event referenced in Section 11.01(b), if the Company is permitted prior to the termination of its existence in accordance with the BOC to revoke a winding up upon the occurrence of such event and each of Apache, the Sole Manager, and the Independent Director provide their prior written consent to such revocation, then, to the extent so permitted under the BOC and in the manner provided therein, the Company's existence shall be continued (the revocation of such a winding up and continuance of the Company, a "**Continuance**").

Section 11.02 Effectiveness of Termination. The Company shall begin to wind up its business and affairs as soon as reasonably practicable upon the occurrence of an event described in **Section 11.01** (if such event has not been revoked or cancelled), but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in **Section 11.03**, and the Certificate of Termination shall have been filed as provided in **Section 11.04**.

Section 11.03 Liquidation. If the Company is to be terminated pursuant to **Section 11.01**, the Company shall be liquidated and its business and affairs wound up in accordance with the BOC and the following provisions:

- (a) **Liquidator.** The Sole Manager shall act as liquidator to wind up the Company (the "**Liquidator**"); provided, however, that if there is then a vacancy in the position of the Sole Manager or the Sole Manager is not willing to act as the Liquidator, the Members shall appoint a person to act as the Liquidator. The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.
- (b) **Accounting.** As promptly as possible after the event requiring winding up and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities,

and operations through the last day of the calendar month in which such event occurs or the final liquidation is completed, as applicable.

(c) **Notice.** The Liquidator shall deliver to each known claimant of the Company the notice required by § 11.052 of the BOC.

(d) **Distribution of Proceeds.** The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of all of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to Trust A until the aggregate funds in Trust A are in an amount equal to 125% of the then Remaining Decommissioning (as defined in the Decommissioning Agreement);

(iii) Third, to the establishment of and additions to other reserves that are determined by the Liquidator to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iv) Fourth, to the Members in accordance with the positive balances in their respective Capital Accounts, as determined after taking into account all Capital Account adjustments for the taxable year of the Company during which the liquidation of the Company occurs.

(e) **Discretion of Liquidator.** Notwithstanding the provisions of Section 11.03(d) that require the liquidation of the assets of the Company, but subject to the order of priorities set forth in Section 11.03(d), if upon winding up of the Company the Liquidator reasonably determines that an immediate sale of part or all of the Company's assets would be impractical or could cause undue loss to the Members, the Liquidator may defer the liquidation of any assets except those necessary to satisfy Company liabilities, Trust A, and reserves, and may, upon approval of holders of a majority of the outstanding Membership Interests, distribute to the Members, in lieu of cash, as tenants in common and in accordance with the provisions of Section 11.03(d), undivided interests in such Company assets as the Liquidator deems not suitable for liquidation. Any such distribution in kind shall be subject to such conditions relating to the disposition and management of such properties as the Liquidator deems reasonable and equitable and to any agreements governing the operating of such properties at such time. For purposes of any such distribution, any property to be distributed will be valued at its Fair Market Value.

Section 11.04 Certificate of Termination. Upon completion of the distribution of the assets of the Company as provided in Section 11.03(d) hereof, the Liquidator or other such officer shall execute and cause to be filed a Certificate of Termination in the State of Texas and shall cause the cancellation of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Texas and shall take such other actions as

may be necessary to terminate the Company. Upon acceptance of the Certificate of Termination by the Texas Secretary of State, the Company shall be terminated.

Section 11.05 Survival of Rights, Duties, and Obligations. Dissolution, liquidation, winding up, or termination of the Company for any reason shall not release any party from any Loss that at the time of such dissolution, liquidation, winding up, or termination already had accrued to any other party or thereafter may accrue in respect of any act or omission prior to such dissolution, liquidation, winding up, or termination. For the avoidance of doubt, none of the foregoing shall replace, diminish, or otherwise adversely affect any Member's right to indemnification pursuant to **Section 9.03**.

Section 11.06 Recourse for Claims. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, such Member's Capital Account, and such Member's share of Net Income, Net Loss, and other items of income, gain, loss, and deduction, and shall have no recourse therefor (upon termination or otherwise) against the Liquidator, the Independent Director, or any other Member.

ARTICLE XII MISCELLANEOUS

Section 12.01 Expenses. Except as otherwise expressly provided herein, in the Restructuring Support Agreement, or in the Confirmation Order, all costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses. In addition to the immediately preceding sentence and the payment or reimbursement to Apache and its Affiliates for the costs and expenses of performing any plugging and abandonment and decommissioning activities with respect to the Legacy Apache Properties or the GOM Shelf Properties as provided in the final paragraph of Section 7.06, from time to time as Apache evaluates any matter specified in Section 7.06 for which its consent is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, the Company shall reimburse Apache for all costs and expenses incurred in connection therewith, with such reimbursement to be made regardless of whether Apache consents to such matter or provides an Acceptance Notice, Rejection Notice, or Information Notice to the Company with respect to such proposal. Apache's costs shall include, without limitation, third-party costs and the reimbursable costs of compensation and benefits of employees of Apache and its Affiliates who devote productive time to evaluating any matter specified in Section 7.06 for which the consent of Apache is requested or required or any proposal for prospective funding of capital expenditures pursuant to Section 7.09, which costs shall be determined in good faith by Apache based on the time spent by such employees in conducting such evaluation. The reimbursement to be made pursuant to the immediately preceding sentences shall be made within 30 days of the Company's receipt of a statement from Apache specifying the costs to be so reimbursed.

Section 12.02 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member hereby agrees, at the request of the Company or any other Member, to execute and deliver such additional documents, instruments,

conveyances, and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 12.03 Confidentiality.

(a) Each Member acknowledges that, during the term of this Agreement, it will have access to and become acquainted with trade secrets, proprietary information, and confidential information belonging to the Company and its Affiliates that are not generally known to the public, including, but not limited to, information concerning business plans, financial statements, and other information provided pursuant to this Agreement, operating practices and methods, expansion plans, strategic plans, marketing plans, contracts, customer lists, or other business documents that the Company treats as confidential, in any format whatsoever (including oral, written, electronic, or any other form or medium) (collectively, “**Confidential Information**”). In addition, each Member acknowledges that: (i) the Company has invested, and continues to invest, substantial time, expense, and specialized knowledge in developing its Confidential Information; (ii) the Confidential Information provides the Company with a competitive advantage over others in the marketplace; and (iii) the Company would be irreparably harmed if the Confidential Information were disclosed to competitors or made available to the public. Without limiting the applicability of any other agreement to which any Member is subject, no Member shall, directly or indirectly, disclose or use (other than solely for the purposes of such Member monitoring and analyzing its investment in the Company) at any time, including, without limitation, use for personal, commercial, or proprietary advantage or profit, either during its association with the Company or thereafter, any Confidential Information of which such Member is or becomes aware. Each Member in possession of Confidential Information shall take all appropriate steps to safeguard such information and to protect it against disclosure, misuse, espionage, loss, and theft.

(b) Nothing contained in **Section 12.03(a)** shall prevent any Member from disclosing Confidential Information: (i) upon the order of any court or administrative agency; (ii) upon the request or demand of any regulatory agency or authority having jurisdiction over such Member; (iii) to the extent compelled by legal process or required or requested pursuant to subpoena, interrogatories, or other discovery requests; (iv) to the extent necessary in connection with the exercise of any remedy hereunder; (v) to the other Members; or (vi) to such Member’s Representatives who, in the reasonable judgment of such Member, need to know such Confidential Information and agree to be bound by the provisions of this **Section 12.03** as if a Member; or (vii) to any potential Transferee in connection with a proposed Transfer of Membership Interests from such Member, as long as such potential Transferee agrees in writing to be bound by the provisions of this **Section 12.03** as if a Member before receiving such Confidential Information; provided, that in the case of clause (i), (ii), or (iii), such Member shall notify the Company and other Members of the proposed disclosure as far in advance of such disclosure as practicable (but in no event make any such disclosure before notifying the Company and other Members) and use reasonable efforts to ensure that any Confidential Information so disclosed is accorded confidential treatment satisfactory to the Company, when and if available.

(c) The restrictions of **Section 12.03(a)** shall not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of a disclosure by a Member in violation of this Agreement; (ii) is or has been independently developed or conceived by such Member without use of Confidential Information; or (iii) becomes available to such Member or any of its Representatives on a non-confidential basis from a source other than the Company, the other Members, or any of their respective Representatives, provided, that such source is not known by the receiving Member to be bound by a confidentiality agreement regarding the Company.

(d) The obligations of each Member under this **Section 12.03** shall survive for so long as such Member remains a Member, and for three years following the earlier of (i) termination, dissolution, liquidation, and winding up of the Company; (ii) the withdrawal of such Member from the Company; or (iii) such Member's Transfer of its Membership Interests; provided that with respect to Confidential Information that constitutes a trade secret under Applicable Law, the obligations of each Member under this **Section 12.03** shall survive until, if ever, such Confidential Information loses its trade secret protection other than due, directly or indirectly, to an act or omission of the Member.

Section 12.04 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand (with written confirmation of receipt);
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or
- (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 12.04**):

If to the Company: Fieldwood Energy I LLC
 [COMPANY ADDRESS]
 Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP
(which shall not 600 Travis Street
constitute notice) Suite 4200
 Houston, TX 77002
 Attention: G. Michael O’Leary

**If to the Independent [INDEPENDENT DIRECTOR ADDRESS]
Director:** Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

with a copy to: Hunton Andrews Kurth LLP
(which shall not 600 Travis Street
constitute notice) Suite 4200
 Houston, TX 77002
 Attention: G. Michael O’Leary

If to a Member: To the Member’s respective mailing address as set forth on the
Members Schedule.

Section 12.05 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 12.06 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in Section 9.03(g), upon such determination that any term or other provision is invalid, illegal, or unenforceable, this Agreement shall be modified automatically so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible, legal, and enforceable.

Section 12.07 Entire Agreement. This Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 12.08 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 12.09 No Third-Party Beneficiaries. Except (a) with respect to certain rights reserved to Apache as set forth in this Agreement, which shall be for the benefit of and enforceable by Apache, and (b) as provided in **ARTICLE IX**, which shall be for the benefit of and enforceable by Covered Persons as described therein, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors, and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 12.10 Amendment. Subject to Sections 2.02 and 7.06(i), no provision of this Agreement may be amended or modified except by an instrument in writing executed by the Company and the Members holding a majority of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Membership Interests in accordance with this Agreement may be made by the Independent Director without the consent of or execution by the Members.

Section 12.11 Waiver. No waiver by any party or Apache of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving or Apache, respectively. No waiver by any party or Apache shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. For the avoidance of doubt, nothing contained in this **Section 12.11** shall diminish any of the explicit and implicit waivers described in this Agreement.

Section 12.12 Governing Law. All issues and questions concerning the application, construction, validity, interpretation, and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas.

Section 12.13 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort, or otherwise, shall be brought in the federal courts of the United States of America or the courts of the State of Texas, in each case located in Harris County and in Houston, Texas. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate

appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action, or proceeding in any such court or that any such suit, action, or proceeding that is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice, or other document by registered mail to the address set forth in **Section 12.04** shall be effective service of process for any suit, action, or other proceeding brought in any such court.

Section 12.14 Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.15 Equitable Remedies. Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties or Apache, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto and Apache shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 12.16 Attorney's Fees. In the event that any party or third-party beneficiary hereto institutes any legal suit, action, or proceeding, including arbitration, against another party in respect of a matter arising out of or relating to this Agreement, the prevailing party or third-party beneficiary in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by it in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

Section 12.17 Remedies Cumulative. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise, except to the extent expressly provided in **Section 9.02** to the contrary.

Section 12.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of Electronic Transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:

FIELDWOOD ENERGY I LLC,
a Texas limited liability company

By: _____
[NAME]
[TITLE]

The Initial Member:

[_____]
a [_____]

By: _____
[NAME]
[TITLE]

*Signature Page to Limited Liability Company Agreement of
Fieldwood Energy I LLC*

EXHIBIT A
FORM OF TRANSITION SERVICES AGREEMENT

Exh. A-1

SCHEDULE A

MEMBERS SCHEDULE

Member Name, and Address	Capital Contribution	Membership Interest
[_____] [ADDRESS]	\$(AMOUNT)	100%
Total:	\$(AMOUNT)	100%

Sch. A-1

SCHEDULE B
INDEPENDENT DIRECTOR'S COMPENSATION

[To be the market compensation needed to attract a qualified candidate to accept the position.]

SCHEDULE C

SOLE MANAGER'S COMPENSATION

[To be the market compensation needed to attract a qualified candidate to accept the position.]

SCHEDULE D

ACCOUNTING PROCEDURES FOR APACHE OFFICERS AND EMPLOYEES

I. DIRECT CHARGES

1. LABOR

A. Salaries and wages, including incentive compensation programs as set forth in COPAS MFI-37 (“Chargeability of Incentive Compensation Programs”), for:

(1) Apache’s field employees directly employed on-site in the conduct of plugging and abandonment and decommissioning activities with respect to the applicable Legacy Apache Property or the GOM Shelf Property, and

(2) Apache’s employees providing First Level Supervision.

Charges for Apache’s employees identified in Section I.1.A may be made based on the employee’s actual salaries and wages, or in lieu thereof, a day rate representing Apache’s average salaries and wages of the employee’s specific job category.

Charges for personnel chargeable under this Section I.1.A who are foreign nationals shall not exceed comparable compensation paid to an equivalent U.S. employee pursuant to this Section I.1.

B. Apache’s cost of holiday, vacation, sickness, and disability benefits, and other customary allowances paid to employees whose salaries and wages are chargeable under Section I.1.A, excluding severance payments or other termination allowances. Such costs under this I.1.B may be charged on a “when and as-paid basis” or by “percentage assessment” on the amount of salaries and wages chargeable under Section I.1.A. If percentage assessment is used, the rate shall be based on Apache’s cost experience.

C. Expenditures or contributions made pursuant to assessments imposed by governmental authority that are applicable to costs chargeable under Sections I.1.A and B.

D. Personal expenses of personnel whose salaries and wages are chargeable under Section I.1.A when the expenses are incurred in connection with directly chargeable activities.

E. Apache’s cost of established plans for employee benefits, as described in COPAS MFI-27 (“Employee Benefits Chargeable to Joint Operations and Subject to Percentage Limitation”), applicable to Apache’s labor costs chargeable under Sections I.1.A and B based on Apache’s actual cost not to exceed 40%.

F. Award payments to employees, in accordance with COPAS MFI-49 (“Awards to Employees and Contractors”) for personnel whose salaries and wages are chargeable under Section I.1.A.

II. OVERHEAD

As compensation for costs not specifically identified as chargeable pursuant to Section I (Direct Charges), Apache shall be reimbursed in accordance with this Section II.

Functions included in the overhead rates regardless of whether performed by Apache, Apache’s Affiliates or third parties and regardless of location, shall include, but not be limited to, costs and expenses of:

- design and drafting
- inventory costs
- procurement
- administration
- accounting and auditing
- human resources
- management
- supervision not directly charged under Section I.1 (Labor)
- in-house legal services
- taxation
- preparation and monitoring of permits and certifications; preparing regulatory reports; appearances before or meetings with governmental agencies or other authorities having jurisdiction over the applicable Legacy Apache Property or GOM Shelf Property, other than on-site inspections.

Overhead charges shall include the salaries or wages plus applicable payroll burdens, benefits, and personal expenses of personnel performing overhead functions, as well as office and other related expenses of overhead functions.

To compensate Apache for overhead costs incurred in connection with any particular plugging and abandonment or decommissioning project conducted on any applicable Legacy Apache Property or GOM Shelf Property, the following overhead rates shall be applied to those costs incurred in the performance of such plugging, abandonment, and decommissioning activities:

- (1) 5% of total costs if such costs are less than \$100,000; plus
- (2) 3% of total costs in excess of \$100,000 but less or equal to \$1,000,000; plus
- (3) 2% of total costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project

Exhibit 7

ST 308 Bond Form

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, [Fieldwood Energy II LLC, a Texas limited liability company] with its principal office at [_____] (hereinafter called the “*Principal*”) and [_____] with its principal mailing address at [_____] (hereinafter called the “*Surety*”) are held and firmly bound unto Apache Corporation, with its principal office at 2000 Post Oak Blvd., Suite 100, Houston, TX 77056 (hereinafter called the “*Obligee*”), in the penal sum of Thirteen Million Two Hundred Thousand and 00/100 Dollars (\$13,200,000.00) (the “*Amount*”) lawful money of the United States of America for the payment of which penal sum the Principal and the Surety bind themselves, their successors and assigns, jointly, severally, and in solido, firmly by these presents.

WHEREAS, pursuant to the terms of that certain [_____] dated effective _____ by and between Fieldwood Energy LLC (“*Fieldwood*”) and Principal (the “*Purchase Agreement*”), Principal acquired from Fieldwood certain interests in the lease described on Exhibit “A” attached hereto and in the wells, facilities, platforms, structures, pipelines, and associated equipment located thereon (such interests so acquired collectively, the “*Property*”); and

WHEREAS, in accordance with the terms of the Purchase Agreement and the documents executed in connection therewith, Principal (i) assumed the obligations attributable to the Property to perform and complete the plugging, abandonment, decommissioning, and site clearance for the Properties in compliance with all applicable law, rules, and regulations (the “*P&A Obligations*”) (for the avoidance of doubt, the P&A Obligations do not include any obligations of, or any obligations attributable to the interests of, Apache Shelf Exploration LLC or any other current co-owner or their successors or assigns in the Property other than Principal), including but not limited to, the rules and regulations of the Bureau of Ocean Energy Management (“*BOEM*”), the Bureau of Safety and Environmental Enforcement (“*BSEE*”), and their respective successor agencies and (ii) agreed to deliver to Obligee this Performance Bond to secure the performance of the P&A Obligations;

NOW THEREFORE, notwithstanding anything contained herein to the contrary, if the P&A Obligations are satisfied (as evidenced by providing to Obligee evidence reasonably acceptable to Obligee reflecting that the P&A Obligations have been fully performed, satisfied, and extinguished, together with an affidavit signed by an officer of Principal attesting to such performance), then this Bond and the obligations hereunder shall be null and void; otherwise, this Bond shall remain in full force and effect in the amount hereof; provided that if Principal performs or causes to be performed operations and activities to satisfy any part of the P&A Obligations, then following BSEE’s approval of the performance of such operations or activities, the Amount will be automatically reduced to an amount equal to the lesser of (i) the Amount or (ii) one hundred twenty-five percent (125%) of BSEE’s then current decommissioning cost estimate for the remaining P&A Obligations.

FURTHERMORE, if as to any Property, a Principal Default, as defined below, occurs and is not cured and Obligee is required by BOEM, BSEE, or any governmental authority, to perform any of the P&A Obligations (or a demand is made upon Obligee by a co-obligor of Principal to perform or contribute toward the costs of performing any of the P&A Obligations following such Principal Default and

Obligee is required by law or contract to so perform or contribute), then prior to any performance by Obligor of any such P&A Obligations (or payment of Obligor to such co-obligor of a share of the estimated costs of performing such P&A Obligations if such demand for such payment is made on Obligor), Surety agrees to pay to Obligor an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs of such P&A Obligations if such demand is made by such co-obligor following such failure) in an amount up to, but not exceeding, the Amount. The Amount shall be automatically reduced by any and all amounts paid by Surety to Obligor.

FURTHERMORE, it is agreed that the Surety shall have no obligation to the Principal, the Obligor, or any other person or entity for any loss suffered by the Principal, the Obligor, or any other person or entity by reason of acts or omissions for which Obligor receives payment from the Principal's general liability insurance, products liability insurance, or completed operations insurance. In no event shall the Surety be obligated to incur Surety Costs and/or pay, in the aggregate, for all claims hereunder, an amount exceeding the Amount.

It is further agreed that the Surety shall not be liable for any hold harmless and/or indemnification agreements entered into by the Principal in relation to personal injury or property damage or any other loss sustained by third parties in any way connected to or arising out of the work and/or operations of any party in forming the P&A Obligations.

If Principal fails to perform any of the P&A Obligations in accordance with the terms of the Purchase Agreement and/or any applicable laws, rules, regulations, or governmental orders (or to pay its share of the estimated costs for the P&A Obligations if demand is made by the Principal's co-obligor which share is otherwise payable by Obligor upon Principal's failure to pay) then Principal shall have thirty (30) days following receipt of notice of default from Obligor in which to fully cure or remedy such default, provided that the Surety shall have the option to either cure or remedy such default within such thirty (30) day period by hiring a contractor (subject to Obligor's prior, reasonable written approval) to perform such P&A Obligations in accordance with the terms and conditions of the Purchase Agreement and all applicable laws, rules, regulations, or governmental orders (any such costs incurred by the Surety to so cure or remedy such default, the "***Surety Costs***") or by making payment to Obligor for such P&A Obligations in an amount reasonably estimated by Obligor as necessary or appropriate to perform such P&A Obligations (or to pay its share of the estimated costs for such P&A Obligations if demand is made by the Principal's co-obligor in connection with such co-obligor's performance of such P&A Obligations) in an amount up to, but not exceeding, the Amount. Obligor agrees to provide Surety with a copy of each such default notice. If the default covered by such default notice is not cured or remedied within such thirty (30) day period then upon the expiration of such thirty (30) day period such default shall constitute a "***Principal Default***" for purposes of this Bond.

No amendment of or supplement to the terms or provisions of the Purchase Agreement, the agreements and instruments entered into in association therewith, or the exhibits or schedules attached thereto shall release the Principal and the Surety or any of them from their liability under this Performance Bond, notice to the Surety of any such amendment or supplement being hereby waived.

No (i) assignment of the Purchase Agreement, the agreements and instruments entered into in association therewith, or of the Properties by the Principal, its successors and assigns, (ii) delay, neglect or failure of the Obligor to proceed promptly to enforce any rights it might have against Principal under the Purchase Agreement or otherwise or to proceed promptly in the premises in case of any default on the part of the Principal, (iii) lack of enforceability or other defense or offset right in respect of any

obligation of Principal or any right to Obligee under the Purchase Agreement or otherwise in respect of the P&A Obligations, or (iv) the insolvency, bankruptcy, or receivership of Principal, shall in any degree relieve the Principal and the Surety or any of them of their obligations under this Performance Bond; and Principal and Surety hereby waive any defense or argument they may in relation to their obligations under this Performance Bond in connection with any of the foregoing.

HOWEVER, if upon assignment of the Property or any part thereof by the Principal, its successors, or assigns, the Principal shall cause its assignee (i) to post security with Obligee, in a form and amount reasonably satisfactory to Obligee and otherwise containing terms and issued by the parties that are reasonably satisfactory to Obligee (including terms no less favorable in the aggregate to Obligee than those contained in this Performance Bond and from a surety or other party issuing the applicable security having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]) and (ii) to assume (in a written instrument approved by Obligee) all P&A Obligations, then the Obligee will accept such security in lieu of this Bond and issue an unconditional release of the Bond within thirty (30) days of Obligee's acceptance of such other security.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, in the event one or more dual obligee bonds in favor of Obligee and the United States of America acting through and by the Bureau of Ocean Energy Management ("**BOEM**") (i) are delivered to BOEM and Obligee, (ii) contain terms no less favorable in the aggregate to Obligee than those contained in this Performance Bond, (iii) are issued by a surety having a [S&P rating of A- or better or an A.M. Best rating of A- or better and, in either case, listed on the Federal Register as acceptable to the U.S. Treasury to issue bonds for U.S. government obligees (T-listed)]), (iv) cover all or part of the P&A Obligations, and (v) do not cover any other obligations (other than the P&A Obligations) such that the penal sum of such bond could be reduced as a result of the satisfaction or reduction of such other obligations, then the Amount of this Performance Bond shall automatically be reduced to the positive difference, if any, between the current Amount and the penal sum of such dual obligee bond(s).

No right or action shall accrue on this Performance Bond to or for the use of any person or corporation other than the Principal, the Obligee, and their respective heirs, executors, administrators, successors, and assigns.

This Performance Bond may not be amended, supplemented, or modified except pursuant to a written instrument duly executed by the Principal, Surety, and Obligee. No course of conduct, dealing, or performance shall amend, supplement, or modify this Performance Bond unless incorporated into a written instrument referenced in the preceding sentence.

This Bond shall be governed by and construed in accordance with the laws of the State of Texas, excluding its conflicts of laws rules and principles. Principal, Surety, and Obligee agree that any dispute arising out of this Performance Bond shall be brought and heard exclusively in the state or federal courts sitting in Harris County, Texas, and all of them irrevocably consent to the jurisdiction of said courts and do hereby waive any objections they may have to the laying of venue in such courts, including objections based upon grounds that such venue is inconvenient.

The Obligee will issue a release of this Bond within a reasonable time period following the earlier to occur of (i) its receipt of satisfactory evidence of the full performance, satisfaction, and extinguishment of the P&A Obligations in accordance with all applicable laws, rules, regulations, and orders, (ii) the full performance by Surety of its obligations under this Bond and (iii) the incurrence of Surety Costs and/or the making of payments by the Surety under the Bond of an amount equal to the Amount, in each case,